

ANNE ARUNDEL COUNTY, MARYLAND

UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

H ERLE SCHAFER
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

LIBER

547

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 519

Page No. 526

Indentification No. 270595

Dated November 2, 1987

1. Debtor(s) { W.F. UTZ CONSTRUCTION COMPANY, INC.
Name or Names - Print or Type
{ 1511 RITCHIE HIGHWAY SUITE 105 ARNOLD, MARYLAND 21012
Address - Street No., City-County State Zip Code

2. Secured Party { BALTIMORE FEDERAL FINANCIAL, F.S.A.
Name or Names - Print or Type
{ 500 NORTH CALVERT STREET BALTIMORE, MARYLAND 21202
Address - Street No., City-County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file Number shown above, is still effective.</p>	<p>B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party release the following:</p>
<p>C. Assignment..... The Secured Party certifies that the Secured party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other:.....XXX. (Indicate whether amendment, termination, ect.)</p> <p>TERMINATION</p>

Date: SEPTEMBER 6, 1989

BALTIMORE FEDERAL FINANCIAL, F.S.A.
Name of Secured Party

By: [Signature]
Signature of Secured Party

Robert P. Warr, Senior Vice President
Type or Print (Include Title if Company)

158

547 02

278378

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax; Principal Amount is \$ _____
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Homestead Gardens, Inc.
743 (Name)
Central Avenue
(Address)
Davidsonville, Maryland 21035

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
Attn: Nicholas Lambrow
(Name of Loan Officer)
25 S. Charles Street
(Address)
Baltimore, Maryland 21201

~~Commercial Finance 101-503~~ 121-011

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (4) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (7) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (8) all of the actual books and records evidencing any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
Homestead Gardens, Inc. (Seal)
Don E. Riddle (Seal)
(Signature)
Don E. Riddle, President
(Print or Type Name)

SECURED PARTY (OR ASSIGNEE)

(Seal)

(Seal)


(Signature)

(Print or Type Name)

547 03

278379

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Baldwin Service Center, Inc. 41 Defense Hwy. Annapolis, Md. 21401	2. Secured Party(ies) and address(es) Transamerica Commercial Finance Corp. 515 W. Ireland Road South Bend, IN. 46680	For Filing Officer (Date, Time, Number, and Filing Office) 
4. This financing statement covers the following types (or items) of property: All inventory, of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith, and all proceeds thereof (whether in the form of cash, instruments, chattel paper, general intangibles, accounts or otherwise). As financed by Transamerica Commercial Finance Corp.		5. Assignee(s) of Secured Party and Address(es)

INVENTORY NOT SUBJECT TO RECORDATION TAXES.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered. ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of Circuit Court - Anne Arundel County

Baldwin Service Center, Inc.	Transamerica Commercial Finance Corp.
By: <u>Rhoda L. Baldwin, Chmn.</u>	By: <u>Virian L. Ball</u>
Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

1130 STANDARD FORM - FORM UCC-1.

547 DEC 04

270010

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Records at Anne Arundel County
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

MS

5. Debtor(s) Name(s): Hans Christian Yachts, Inc. Address(es): 7078 Bembe Beach Road
Annapolis, Maryland 21403
5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. _____
6. Secured Party: Maryland National Bank Address: Department Collateral Unit
P. O. Box 871
Attention: Lisa Edwards ~~XXXXXXXXXXXX~~ Annapolis, Md. 21404
(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.
☒ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
☒ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____
(to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

41FOOT TRADITIONAL SAILBOAT HULL #41

Debtor: Hans Christian Yachts, Inc. Secured Party: Maryland National Bank
By: [Signature] (Seal) By: [Signature] (Seal)
Type name and title, if any Geoffrey R. White, President Type name and title Robert G. Jones, Vice President

MARYLAND NATIONAL BANK

207-95 REV. 7/88

115

Mail To:
Maryland National Bank
Attn: AARU
1713 West Street
Annapolis, Maryland 21403

FINANCING STATEMENT

Anne Arundel Co.

278011

☐ Not subject to recordation tax
☒ Subject to recordation tax on principal amount of \$50,000.00

1. Name of Debtor(s): C-Z Enterprises, Inc.
 Address: 24 South River Road
 Edgewater, MD 21037

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
 Address: XXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXX
 2001 Davidsonville Rd.-Second Floor
 Crofton, MD 21114

3. This Financing Statement covers the following types (or items) of property: All equipment of Debtor, now owned or hereafter acquired together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

4. Check the statements which apply, if any, and supply the information indicated:

☐ (If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable, type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

☒ Proceeds of the collateral are also covered.
☒ Products of the collateral are also covered.

Debtor(s): C-Z Enterprises, Inc.
 Conrad J. Zittinger, President

Secured Party:
 FIRST AMERICAN BANK OF MARYLAND
 By: Jeffrey S. Armiger, Asst. V.P.
 (Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

ANNE ARUNDEL COUNTY

FINANCING STATEMENT

PURCHASE MONEY

☐ Not subject to recordation tax
☒ Subject to recordation tax on
principal amount of \$60,000.00

1. Name of Debtor(s): C-Z Enterprises, Inc.
Address: 24 South River Road
Edgewater, MD 21037

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
2001 Davidsonville Road-Second Floor
Crofton, Maryland 21114

3. This Financing Statement covers the following types (or items) of property: One(1) 1981 Wichtex Model C-65A 65-ton well service rig with F75A tubing drum, Serial #81-1321; line divider, grooved core, powered thru right angle drive & transfer case mounted in customer's carrier drive line; 68T Wichtex telescoping derrick Serial #81-1322 with 3 tubing & 1 overhead sand sheave; rod board, tubing board, hydraulic raising & telescoping rams; hydraulic system with large pump to accomodate tong operation; complete on customer's carrier including 4 hydraulic leveling jacks; together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any

XX
of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

☐ (If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

☐ Proceeds of the collateral are also covered.
☒ Products of the collateral are also covered.

Debtor(s): C-Z Enterprises, Inc.

Conrad J. Zittinger, President

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: Jeffrey S. Armiger, AVP
(Type Name and Title)

PURCHASE MONEY FINANCING STATEMENT

(Secured Party is the Seller of the Assets)



1. (Debtor(s) (3100 Hammonds Ferry Inc.
(3100 Hammonds Ferry Road
(Glen Burnie, Maryland 21061
(

2. Secured (William Steiner and Janice Marie Steiner
Party(ies) (929 Sheila Drive
(Glen Burnie, Maryland 21061

3. This Financing Statement covers the following types of property:

See attached Schedule A

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

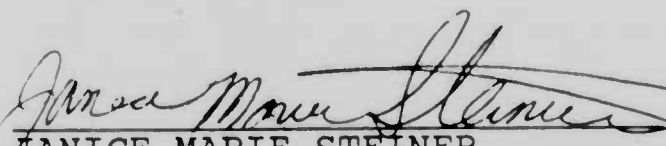
Debtor(s)

Secured Party(ies)

3100 Hammonds Ferry Inc


WILLIAM STEINER

BY: 
RASHID KHATIB, PRESIDENT


JANICE MARIE STEINER
929 Sheila Drive
Glen Burnie, Maryland 21061

29.50

SECURITY AGREEMENT

3100 Hammonds Ferry Inc., hereinafter called "Debtor"; the premises of the Debtor is 3100 Hammonds Ferry Road, Baltimore, Maryland 21227; for valuable consideration, receipt whereof is hereby acknowledge, hereby grant unto William Steiner and Janice Marie Steiner, hereinafter called "Secured Party", a security interest in the property listed on Schedule A which is attached hereto and made a part hereof, as well as any and all additions, accessions and substitutions thereto or therefor, hereinafter called the "Collateral," to secure payment of the indebtedness evidenced by this Security Agreement of Debtor to Secured Party, all hereinafter called the "Obligation."

1. Debtor agrees to pay Secured Party Ninety Thousand Dollars (\$90,000.00), with interest at 10.5 percent per annum, from June 2, 1989, in monthly installments of principal and interest in the amount of One Thousand Two Hundred Fourteen Dollars and Forty Two Cents (\$1,214.42), commencing on July 2, 1989, and on the second day of each succeeding day thereafter until June 2, 1999, at which time the entire principal balance, if any, together with interest at the above-stated rate, shall become due and payable. Said installments shall be applied first toward interest, and the balance, if any, toward the reduction of the principal debt secured hereby and to pay on demand reasonable cost of collection, including reasonable attorney's fees. Default in payment of any installment shall render the entire principal balance immediately due and payable. Debtor shall specifically have the right to prepay the unpaid balance at any time without penalty.

2. The Debtor hereby warrants and covenants that:

(a) The Collateral is to be used for and in the Debtor's business and will be kept at the Debtor's premises, as hereinbefore stated; Debtor will promptly notify Secured Party of any change in the location of the Collateral within State and Debtor will not remove the Collateral from the said State without the written consent of the Secured Party.

547 09
(b) Except for the Security interest herein granted, the Debtor shall remain the owner of the Collateral free from any adverse lien, security interest, or encumbrance; and Debtor will defend the Collateral against all claims and demands of all persons at all times claiming the same or any interest therein.

(c) Debtor authorizes Secured Party to file, in jurisdiction where this authorization will be given effect, a Financing Statement signed only by the Secured Party describing the Collateral in the same manner it is described herein; and the request of the Secured Party, Debtor will join with Secured Party in executing one or more Financing Statements, pursuant to the Uniform Commercial Code, in form satisfactory to Secured Party and will pay the cost of filing the same or filing or recording this Security Agreement, including documentary stamps and other charges, in all public offices whenever filing or recording is deemed, by Secured Party, to be necessary or desirable.

(d) Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein without the written consent of Secured Party.

(e) Debtor shall keep insured, until the within indebtedness is paid-in-full, the Collateral to the extent of its sound insurable value; but in no event less than the balance due the Secured Party from time-to-time hereunder, against loss by fire and other casualty, within the standard extended coverage endorsement. The insurance policy or policies shall be endorsed so as to be paid, in the event of any loss, directly to the Secured Party, its heirs, personal representatives, successors and assigns, and in the Secured Party's name alone. The Secured Party will pay unto the Debtor such amount, if any, that may have been received by the Secured Party from such insurance proceeds in excess of the amount due the Secured Party. The original policy or policies evidencing such insurance shall be delivered to the Secured Party, and in the event the Debtor does not pay the premium thereon or the Secured Party obtains insurance thereon, the Debtor not having obtained such coverage, the insurance premiums

shall be added to the debt secured hereby and collected in the same manner as if it had been part of the original loan.

(f) Debtor will keep the Collateral free from any adverse lien, security interest, or encumbrance and in good order and repair and will not waste or destroy the Collateral or any part thereof; Debtor will not use the Collateral in violation of any Statute or Collateral; and Secured Party may examine and inspect the Collateral at any time, wherever located.

(g) Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Security Agreement or upon any note or notes evidencing the Obligation. At its option, Secured Party may discharge taxes, liens, or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral, and may pay for the maintenance and preservation of the Collateral. Debtor agrees to reimburse Secured Party on demand for any payment made, or any expenses incurred, by Secured Party pursuant to the foregoing authorization, and if such payment is not made, the said amount shall be added to the debt secured hereby and collected in the same manner as if it had been part of the original loan. Until default, Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this Security Agreement and not inconsistent with any policy of insurance thereon.

3. Debtor shall be in default under this Security Agreement upon the happening of any of the following events or conditions:

(a) Default in the payment or performance of any obligation, covenant or liability contained or referred to herein.

(b) Any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished.

(c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of the Collateral, or the making of any levy, seizure or attachment thereof or thereon.

(d) Dissolution, termination of existence, insolvency, business

failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor.

(e) Debtor's title in said Collateral shall be diminished in any manner, whether voluntary or involuntary.

4. Upon such default, and at any time thereafter, Secured Party may declare the unpaid balance of the Obligation secured hereby, immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code or any other Law or Statute. Notwithstanding the foregoing provision, the Debtor shall have a ^{fifteen} (15) day grace period in which to cure any failure to make timely payment of an installment as described above, provided, however, that if the Debtor shall fail to make timely payment of any installments described herein, then the Debtor shall pay a late charge of 5% of the amount of each such installment that is not timely paid. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties. Secured Party will give Debtor notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of notice shall be met if such notice is mailed, postage prepaid, to the Debtor at the address shown in this Security Agreement, at least five ^{fifteen (15)} (5) days before the time of sale or disposition.

5. Any expenses incurred or paid by the Secured Party for retaking, holding, preparing for sale, selling, attorney's fees, legal expenses, and the like shall be considered part of the Obligation.

6. No waiver by Secured Party of any default shall be considered a continuing waiver nor shall operate as a waiver of any other default or of the same default on a future occasion.

7. All rights and liabilities of the Secured Party hereof shall insure to the benefit of and be the liability of the Secured

547-12

Party and his, her or its heirs, personal representatives, successors and assigns. This Security Agreement shall become effective when executed by the Debtor and will be binding on the Debtor and the Debtor's heirs, personal representatives, successors and assigns (where assigned in conformity with the requirements hereof).

8. The security interest herein created shall also secure all other indebtedness, obligations and liabilities of the Debtor to the Secured Party, now existing and hereafter arising, including future advances, however evidenced or created, actual, direct, contingent or otherwise.

As witness, the proper signatures and seal of the parties hereto this 9 day of Sept, 1988.

Debtor(s)

3100 HAMMONDS FERRY INC.

BY: R. K. Khatib
RASHID KHATIB, PRESIDENT

Secured Party(ies)

William Steiner
WILLIAM STEINER

Janice Marie Steiner
JANICE MARIE STEINER
929 Sheila Drive
Glen Burnie, Maryland 21061

For value received, the undersigned does hereby assign all of its interest in the foregoing Security Agreement unto _____.

547 13

SCHEDULE "A"

- 1 - Amco, 3 section shelving
- 1 - Republic locker
- 1 - Manitowoc Ice Machine, Model ET 0404W S/N 860462426
- 1 - Metalmaestros Three compartment sink, Model C-314-16-3-18
- 2 - Metalmaestros Vellehelves, Model VS 1260 TL & VS 1248 TL
- 2 - Metalmaestros Handelinks, Model HSA 107
- 1 - Kidde Fire Protection System
- 1 - Rendell Equipment Stand, Model 22296 S/N 860620234
- 1 - Custom Built Updraft Unit with Make up air system & Ventilation system
- 1 - Vulcan Hot Open Burner Unit, Model MCH-1A S/N 86020798
- 1 - Toastmaster Food Warmer, Model 1523 S/N 250187
- 1 - Vulcan Hot Griddle, Model MCG-3A S/N 85701609
- 2 - Star Fryers, Model 408 S/N 40372425 & 4037246
- 1 - Rastone Reach-In Freezer, Model AF 22-AA R854JRS1
- 1 - Amana Microwave Oven, Model RC-9 S/N 69418
- 1 - Low Boy Refrigerator, Model STSA-30 RS S/N 57325355-A
- ~~1 - Equinox Bar & Que Booth, Model CS 40 S/N 115634~~
- 1 - Beverage Air, Sandwich Unit, Model SUB 48 12 S/N 4015323
- 1 - Culliver Coffee Maker, Model 55B SVT S/N M052103
- 2 - Culliver, Warmer Stoves, Model SV-2 S/N M052815 & M052816
- 1 - Metalmaestros Worktable, Model T X0965B-B5
- 2 - Jet Spray Juice Dispenser Model TJ-3 S/N 118773
- 1 - Toastmaster Soupwarmer, Model 1528 S/N 109648
- ~~1 - Hot Dog Warmer, Model 1220-3-27 S/N 9387289~~
- 2 - Continental Glass Display Freezer, Model C2FDA-2511CA S/N J853978N9 & J8535778
- 1 - Kalvinator Ice Cream Case, GT 60 S/N 85284
- 2 - Globe Slicing Slicers Model ~~8411~~ S/N 948900

1 - 10 Ft. Pinnical doll case S/N 67805

1 - Pinnical doll case, Model D2L-8C8 S/N _____

~~1 - Bear Hot Cooker, Model 175 CS S/N _____~~

1 - Holman Bun Toaster, Model T 814 H S/N _____

2 - Scales

1 - Cash Register-2 drawer

1 - Remcor Coke machine

1 - Walk In Box

2 - Air Conditioners

1 - Black Soup Kettle

1 - Hot Dog Machine

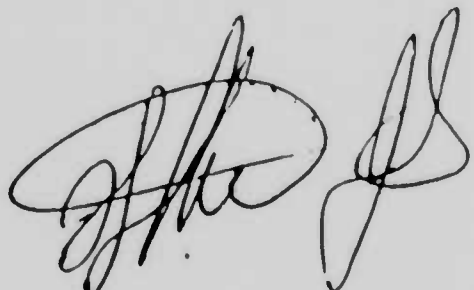
1 - Soft Serve Ice Cream Machine

1 - French Fry Cutter

Miscellaneous Knives and Forks

Counter Tops

3 - Telephones



12AK

547 11

278814

Debtor or Assignor Form

Anne Arundel Co. **MARYLAND FINANCING STATEMENT**☒ Not subject to Recordation Tax☐ Subject to Recordation Tax; Principal Amount is \$ _____☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).DEBTORGeorge R. Ruhl & Son, Inc.

(Name)

7451 Race Rd.

(Address)

Hanover, Md. 21076SECURED PARTY (OR ASSIGNEE)THE FIRST NATIONAL BANK OF MARYLANDAttn: J. Stephen Klose, 101-560

(Name of Loan Officer)

P.O. Box 1596

(Address)

Baltimore, MD 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which is herein used means accounts, instruments, chattel paper, contracts, contract rights, account receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned good and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) All of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes, or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)George R. Ruhl & Son, Inc. (Seal)*George R. Ruhl* (Seal)

(Signature)

GEORGE R. RUHL III PRESIDENT

(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)

(Seal)

(Signature)

(Print or Type Name)

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277303
RECORDED IN LIBER 541 FOLIO 141 ON 5/2/89 (DATE)

1. DEBTOR

Name Shoreline Seafood, Inc.
Address 1034 Route 3 North, Gambrills, MD 21054

2. SECURED PARTY

Name TransFinancial Leasing Corp.
The Steffey Bldg., Ste. 200B
Address 407 Crain Highway
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
	<p>SEE ATTACHED EQUIPMENT LIST</p> <p>Assignee: Societe Generale Financial Corporation 50 Rockefeller Plaza New York, NY 10020</p>	

Not subject to recordation tax.

Dated June 20, 1989

TransFinancial Leasing Corp.
B. J. Winter
(Signature of Secured Party)
Bruce J. Winter, Vice President
Type or Print Above Name on Above Line

Filed in Anne Arundel County

1050

2591

547 16

SHORELINE SEAFOOD, INC.

Schedule 01

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) One	Reach-In Freezer Continental Model C-2FDA-2S
(1) One	Base Freezer LaRosa Model L-20162
(1) One	Base Refrigerator LaRosa Model L-D1196
(1) One	Salad Top Base Refrigerator Model L-12198
(1) One	Thermo-Kool two (2) Compartment Refrigerator, Freezer Combination
(1) One	ACL-FILCO Refrigeration compressor package for Items K39, Ri, R10, R4, R11, and R21
(1) One	McCray Delicatessen Case 10' Model R-CD535-10
(1) One	McCray Delicatessen Case 6' Model RCD535-6
(1) One	McCray endless fish case consisting of two (2) each 12' cases Model RCFS40E12 and one (1) each 8' case Model RCFS40E8 and two ends
(1) One	McCray Display Cooler Three (3) Door Model RIN-3
(1) One	Set of Metro Exposy Seal Shelving for Combination Walk-In Box
(1) One	Hood: 30' x 4' Stainless Steel Condensate
(1) One	Exhaust Fan: 6000 CFM
(1) One	Fresh Air Fan: 5400 CFM
(1) One	Exhaust Duct: Aluminum - sealed
(1) One	Fresh Air Duct: with Ceiling Diffusers
(1) One	Roof Curb Exhaust: 18 GA. Stainless Steel
(1) One	Roof Curb F/A: 18 GA. Stainless Steel
(1) One	Hood: 30' x 4' x 2' Stainless Steel exposed with M/U air
(2) Two	Exhaust Fan: 6,000 CFM
(1) One	Fresh Air Fan: 10,800 CFM
(1) One	Grease Duct: 16 GA. Welded
(1) One	Fresh Air Duct: SMACNA
(1) One	Roof Curb Exhaust: 18 GA. Stainless Steel
(1) One	Roof Curb F/A: 18 GA. Stainless Steel
(2) Two	Stainless Steel Wall Paneling: on back wall only 30 Lin. Ft. x 6'6"

TransFinancial Leasing Corp.

BY: B. J. Winter

TITLE: Bruce J. Winter, Vice President

DATE: June 20, 1989

gmm2.shorelin.eq

547 17

278015

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ 0If this statement is to be recorded in land records check here. ☐This financing statement Dated 9/1/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial CorporationAddress 50 Rockefeller PlazaNew York, NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 8/24/89, Schedule # 01, dated 8/24/89 between Assignor as Lessor and LEASE ACCOUNT # 618098 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 9/1/89 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Frank J. Sarro, III - President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corporation

(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed in Anne Arundel County

547 18

TECHNICAL TYPESETTING INC.

Schedule 01

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(2) Two	Sun Microsystems - 4MB 19" Mono Desktop WS Package - S/N's 847AZ1748, 68311, 850H0123, 850F0319,902AZ0539, 01385, 909H0451, 909F0825
(1) One	Laser Printer Model #QMSPS810 S/N 423015
(7) Seven	Zenith CPU with 20MB HDD, S/N's 728CC0467, 743CD0179, 743CD0397, 743CD0219, 743CD0951, 743CD0162, 743CD0987
(7) Seven	Zenith Monochrome Comp. / 20MB HDD
(7) Seven	Zenith Monochrome Monitor S/N's 825AF0287TAD, 825AC0001TAD, 825AD0080TAD, 828AF0354TAD, 825AC0012TAD, 828AD0124TAD, 828AF0368TAD

TransFinancial Leasing Corp.

BY: 

TITLE: Frank J. Sarro, III, President

Societe Generale Financial Corporation

BY: 

TITLE: 

547 19

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270016

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 9/7/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation

Address 50 Rockefeller Plaza

New York, NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
to secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 11/29/88, Schedule # 02, dated 8/24/89 between Assignor as Lessor and LEASE ACCOUNT # 011889 as Lessee. Assignor has granted Security Interest in the following equipment leased to Lessee to Assignee per a Non-recourse Assignment of Rents dated 9/7/89 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK ☐ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Not subject to recordation tax

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro, III - President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corporation

K.R. Adams
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed in Anne Arundel County

1350

The Dub Centre, Inc.

Schedule 02

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
244 (two hundred forty four)	AG6800 Panasonic Recorders - S/N's: G4HK01257, E4HL00111, G4HK00649, D4HK00519, I4HK00683, G4HK01180, D4HK00351, I4HK00712, E4HL00190, D4HK00336, I4HK01797, E4HK00081, D4HK00489, I4HK00326, E4HK00106, D4HK00728, I4HK00132, E4HK00380, D4HK00692, I4HK01099, E4HL00744, D4HK00355, I4HK01383, E4HL00135, D4HK00567, I4HK01315, E4HL00157, E4HK00047, I4HK01583, E4HL00015, E4HL00137, G4HK00161, E4HL00007, E4HK00032, G4HK01286, I4HK01014, E4HL00148, G4HK00124, I4HK00650, E4HL00207, G4HK00109, I4HK01322, E4HK00439, G4HK01435, I4HK01317, E4HL00035, G4HK00134, I4HK00531, E4HL00130, G4HK01264, I4HK00540, I4HK01740, G4HK01437, E4HL00745, I4HK00329, G4HK00146, E4HK00050, I4HK01135, G4HK01188, E4HL00096, E4HL00045, G4HK01170, E4HL00008, E4HL00294, G4HK01475, D4HK00340, E4HL00211, G4HL01407, D4HK00636, E4HK00053, G4HL01233, D4HK00620, E4HK01474, G4HL00027, D4HK00700, E4HK00407, G4HL01155, D4HK00628, E4HL00063, G4HL01389, D4HK00633, E4HL00033, G4HL00487, D4HK00641, G4HK00176, G4HL00103, D4HK00624, G4HK01395, E4HL00061, D4HK00606, G4HK00615, E4HL01691, I4HK01624, G4HK00990, E4HL00206, I4HK01091, G4HK00107, E4HL00285, I4HK01007, G4HK00635, E4HL00547, I4HK01105, I4HK01325, I4HK01400, J4HK00693, I4HK01196, I4HK01308, J4HK00530, I4HK01180, H4HK01195, J4HK00491, I4HK01681, I4HK01701, J4HK00687, I4HK00631, I4HK00644, J4HK00543, D4HK00350, I4HK01286, J4HK00516, D4HK00444, G4HK01377, J4HK01229, D4HK00632, G4HK01404, E4HK00705, D4HK00625, G4HK01298, E4HK00533, D4HK00510, G4HK00213, E4HK00005, G4HK01308, G4HK00163, E4HK00056, D4HK00364, G4HK01379, E4HK00381, D4HK00691, J4HK00704, E4HK00746, D4HK00562, G4HK00040, E4HK00010, I4HK01309,

TransFinancial Leasing Corp.

By:

Title: Frank J. Sarro, III - President

Societe Generale Financial Corporation

By:

Title:

The Dub Centre, Inc.

Schedule 02
Page 2 of 2

EQUIPMENT LIST

QUANTITY

DESCRIPTION

Panasonic AG6800 Recorder S/N's Cont'd:
G4HK01229, E4HK00068, I4HK00312, J4HK00558, E4HK00478,
I4HK01642, J4HK00659, G4HK01421, G4HK01201, G4HK01490,
G4HK00169, G4HK01146, G4HK00147, G4HK01378, G4HK00023,
G4HK01354, G4HK01391, G4HK00815, G4HK00165, G4HK00004,
G4HK00179, I4HK01168, F4HK01079, G4HK01340, G4HK01099,
G4HK01296, F4HK01078, G4HK01366, G4HK00217, G4HK00850,
G4HK00216, G4HK00093, G4HK00038, G4HK00860, D4HK00346,
D4HK00710, D4HK00584, D4HK00608, D4HK00580, D4HK00349,
D4HK00649, D4HK00607, D4HK00545, J4HK00683, J4HK00719,
D4HK00992, I4HK01220, J4HK00710, D4HK00726, I4HK01687,
J4HK00654, D4HK00575, I4HK00294, J4HK00639, D4HK00683,
I4HK00233, J4HK00539, D4HK00645, I4HK00299, J4HK00564,
D4HK00618, I4HK01502, J4HK00553, D4HK00587, I4HK01203,
J4HK00666, D4HK00684, I4HK00304, E4HK00447, D4HK00642,
I4HK01266, E4HL00154, E4HK00089, J4HK00551, E4HL00302,
E4HK00120, J4HK00596, E4HL00059, E4HL00204, J4HK00667,
E4HL00105, E4HK00258, J4HK00511, I4HK01407, I4HK00308,
J4HK00620, I4HK01302, I4HK01350, J4HK00515, G4HK00174,
I4HK00692, J4HK00537, I4HK01423, I4HK00721, J4HK00581,
I4HK01194, I4HK00148, G4HK01259, I4HK00606.

TransFinancial Leasing Corp.

By: 

Title: Frank J. Sarro, III - President

Societe Generale Financial Corporation

By: 

Title: 

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

517 22
Identifying File No. 278027

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 8/29/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GRAPHICS LEASING CORPORATION
Address 1100 WICOMICO ST., SUITE 705 BALTIMORE, MD 21230

2. SECURED PARTY

Name FLEET CREDIT CORPORATION
Address 111 WESTMINSTER STREET PROVIDENCE, RI 02903 ATTN: ROOM 925

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

(1) 1979 17" TWO Color Tandemere Didde Claser Web
Press s/n: 30E-791 Model RS 13E
And all accessories and attachments to all of the above.

Name and address of Assignee

FILED WITH: County Clerk/Anne Arundel/MD Acct. No. 1100511501 & 02

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

(Signature of Debtor)

GRAPHICS LEASING CORPORATION
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

FLEET CREDIT CORPORATION
Type or Print Above Signature on Above Line

11/5

STATE OF MARYLAND, 547 23

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270018

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$43,544.49

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 8/29/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GRAPHICS LEASING CORPORATION
Address 1100 WICOMICO ST., SUITE 705 BALTIMORE, MD 21230

2. SECURED PARTY

Name FLEET CREDIT CORPORATION
Address 111 WESTMINSTER STREET PROVIDENCE, RI 02903 ATTN: ROOM 925

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All equipment as listed on Schedule "A" attached hereto and made part hereof. This equipment is owned by FLEET CREDIT CORPORATION and is being leased to GRAPHICS LEASING CORPORATION under a true lease. This filing is a memo of the lease transaction.

Name and address of Assignee

FILED WITH: County Clerk/Anne Arundel/MD

Acct. No. 1100511501 & 02

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

GRAPHICS LEASING CORPORATION
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

FLEET CREDIT CORPORATION
Type or Print Above Signature on Above Line

1/2

29750

50

SCHEDULE "A"
TO UCC-1 FINANCING STATEMENT

547 24

1100511501 & 02

NAME: GRAPHICS LEASING CORPORATION

This Schedule "A" is attached to and made part of a UCC-1 Financing Statement on which GRAPHICS LEASING CORPORATION is Debtor and FLEET CREDIT CORPORATION is Secured Party.

EQUIPMENT LOCATION: 1100 WICOMICO ST., SUITE 705 BALTIMORE, MD

(1) Didde Folder and (1) Didde Perf. Unit for 11" Compu-Press,
S/N: 420-0026

(1) NEC APC IV (S/N: 136-006314-200A), Monitor, Color ITT
(S/N: 109958); Printer, Panasonic KXP-1592 (S/N: 7CMAIH32110);
Manager Network, Great Plains (S/N: 20D063035787); General Ledger,
Great Plains (S/N: 11D063223987); Accounts Payable, Great Plains
(S/N: 13D063222887); Accounts Receivable, Great Plains
(S/N: 12D063207387); Payroll, Great Plains (S/N: 17D063224887);
2 Link MC-3 Virtual Terminals (S/N: 110148 and 110159); 1 Custom
Software DBase III and DBase III Lan Pak/3 Stations; 1 Printer,
Panasonic KXP-10911 (S/N: 7ADALC40690); 3 Alloy PC-Slave/16N
Boards with NTNX Multi-User Software and Cables (S/N: S 59236,
59240 and 59279); 2 Surge Controls, Power, Noise Filter; 2 Disk-
ettes, Box (10), Maxell MD2-D (Back-up Accounting software);
2 Diskettes, Box (10), Maxell MD2-HD (Back-up Hard Disk); 1 Paper,
Computer, Carton, 1511-14 7/8 x 11, Green Bar; 2 Meeks RM21
Densitometers, S/N: 50-24048, 1 Meeks AGFA 2200 Camera; 2 D.G.
22" Single Line Hole Punch and Die Reels; 1 NEC Nefax System,
BV, S/N: BV-69788; 1 NEC Grey Scale for Bit-V.

and all accessories and attachments to all of the above.

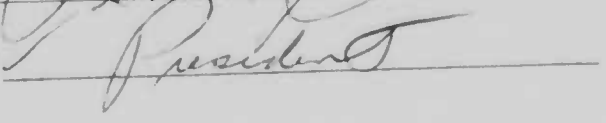
This Schedule "A" is hereby verified as correct by those who acknowledge receipt of a copy.

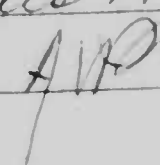
Debtor: GRAPHICS LEASING CORPORATION

Secured Party: FLEET CREDIT CORPORATION

By: 

By: 

Title:  President

Title:  AVP

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 420,549

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 8/29/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MID-ATLANTIC PRINT CORPORATION

Address 1100 WICOMICO ST., SUITE 705 BALTIMORE, MD 21230

2. SECURED PARTY

Name GRAPHICS LEASING CORPORATION

115 North Monroe Street, Media, PA 19063

Address ~~XXXX MONROE ST. XXXXXXXXXXXXXXXXXXXX~~ 19125

FLEET CREDIT CORPORATION 111 WESTMINSTER ST. PROVIDENCE, RI 02903 ATTN: ROOM 925
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
All equipment as listed on Schedule "A" attached hereto and made part hereof. This equipment is owned by GRAPHICS LEASING CORPORATION and is being leased to MID-ATLANTIC CORPORATION under a true lease. This filing is a memo of the lease transaction.

Name and address of Assignee
FLEET CREDIT CORPORATION
111 Westminister Street
Providence, RI 02903
Attn: Room 925

FILED WITH: County Clerk/Anne Arundel/MD

Acct. No. 1100511501 & 02

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

MID-ATLANTIC PRINT CORPORATION
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

GRAPHICS LEASING CORPORATION
Type or Print Above Signature on Above Line

1150

29750 50

SCHEDULE "A"

TO UCC-1 FINANCING STATEMENT

1100511501 & 02

NAME: GRAPHICS LEASING CORPORATION

This Schedule "A" is attached to and made part of a UCC-1 Financing Statement on which MID-ATLANTIC PRINT CORPORATION is Debtor and GRAPHICS LEASING CORPORATION is Secured Party.

(1) Diddo Folder and (1) Diddo Perf. Unit for 11" Compu-Press,
S/N: 420-0026

(1) NEC APC IV (S/N: 136-006314-200A), Monitor, Color ITT
(S/N: 109958); Printer, Panasonic KXP-1592 (S/N: 7CMAIH32110);
Manager Network, Great Plains (S/N: 20D063035787); General Ledger,
Great Plains (S/N: 11D063223987); Accounts Payable, Great Plains
(S/N: 13D063222887); Accounts Receivable, Great Plains
(S/N: 12D063207387); Payroll, Great Plains (S/N: 17D063224887);
2 Link MC-3 Virtual Terminals (S/N: 110148 and 110159); 1 Custom
Software DBase III and DBase III Lan Pak/3 Stations; 1 Printer,
Panasonic KXP-10911 (S/N: 7ADALC40690); 3 Alloy PC-Slave/16N
Boards with NTN Multi-User Software and Cables (S/N: S 59236,
59240 and 59279); 2 Surge Controls, Power, Noise Filter; 2 Disk-
ettes, Box (10), Maxell MD2-D (Back-up Accounting software);
2 Diskettes, Box (10), Maxell MD2-HD (Back-up Hard Disk); 1 Paper,
Computer, Carton, 1511-14 7/8 x 11, Green Bar; 2 Meeks RM21
Densitometers, S/N: 50-24048, 1 Meeks AGFA 2200 Camera; 2 D.G.
22" Single Line Hole Punch and Die Reels; 1 NEC Nefax System,
BV, S/N: BV-69788; 1 NEC Grey Scale for Bit-V.

and all accessories and attachments to all of the above.

This Schedule "A" is hereby verified as correct by those who acknowledge receipt of a copy.

Debtor: MID-ATLANTIC PRINT CORPORATION

By: [Signature]

Title: [Signature]

Secured Party: GRAPHICS LEASING CORPORATION

By: [Signature]

Title: [Signature]

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

270520

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first)	2. SECURED PARTY
The Stiller Appliance Co. 703 Crain Hwy, S.E. Glen Burnie, MD 21061	THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

John PARDESS
(Type Name)

THE PARADIES DISTRIBUTING CO.

By: [Signature] (SEAL)

By: [Signature]

By: [Signature] (SEAL)

[Signature] 31 1984
(Date Signed by Debtor)

John J. Mulkey
Vice President/Treasurer

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
MD, VA, DC, PA - Inventory

11605

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement, provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and/or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party, and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory, and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor, enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale, and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) required to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and enter one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition, and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

517 29

**FINANCING STATEMENT
AND SECURITY AGREEMENT**

File No. 278821

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first) William F. Hausmann Inc. 1730 Bayside Beach Road Pasadena, Maryland 21122	2. SECURED PARTY THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230
--	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.



DEBTOR:

SECURED PARTY:

William F. Hausmann Inc.

THE PARADIES DISTRIBUTING CO.

(Type Name)

By: X Dennis Hausmann (SEAL)
Dennis Hausmann, Pres.

By: John J. Mulkey

By: _____ (SEAL)

(Date Signed by Debtor)

19 ____

John J. Mulkey
Vice President/Treasurer

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
MD, VA, DC, PA - Inventory

11500

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement, provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party, and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and/or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same, and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party, and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States, or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

547 31
Identifying File No. 270002

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Maryland General Assembly - Office of Legislative Data Processing
Address Legislative Services Building, 90 State Circle, Room G-15
Annapolis, MD 21401-1991

2. SECURED PARTY

Name Unisys Finance Corporation
Address 1 Unisys Place, M/S 4A60Detroit, MI ~~48233~~ 48202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Equipment consisting of Schedule A attached hereto and made a part hereof and all accessories, additions and attachments now and hereafter attached thereto. ~~This fixing is solely for notice purposes and shall not be deemed to change the nature of the transaction to anything other than that of a true lease~~ 80371-02

Not subject to Recordation Tax as per Section 12-108(k)(4) of the Annotated Code of Maryland.

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Robert M. Edwards, Director
(Signature of Debtor)

Office of Legislative Data Processing

ROBERT M EDWARDS
Type or Print Above Name on Above Line

(Signature of Debtor)

Gregg McDonald

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Gregg McDonald, Mgr. Customer Workouts
Type or Print Above Signature on Above Line

11/50

SCHEDULE A

EQUIPMENT DESCRIPTION

547 32

Attached to Lease Schedule Number 02 under Master Equipment Lease Agreement Number 80371

<u>QTY</u>	<u>STYLE</u>	<u>DESCRIPTION</u>
1	22422-PRG	2200/400 2X2
1	22400-WIO	IOAC-WDC
1	22400-WDI	IOP-WDC
1	22400-WDM	WDC Module
3	22400-WDC	WDC
1	22400-LMC	Async Line Mod.
1	22400-CON	PC Console
1	22400-PWR	Power Expansion
1	AP1329	Console Printer
1	B9961-16	Parallel I/F
1	B9968-42	IBM/Epson Emul.
1	F8337-03	Printer Cable
1	3629-02	UVT-1224G Terminal
1	F5197-00	U.S. Keyboard
1	F4976-98	8490 1.25GB Exp.
1	9761-98	2200/402 SCS MX
1	6153-93	Cobol AB
1	6146-83	Mapper MX
1	6152-93	PCIOS AB
1	6135-94	Sort/Merge AB
1	6887-94	TRAM AB
1	6289-04	Sperrylink
2	9735-00	Shield
2	9736-00	Smart PC
1	9737-99	Unattended Support
1	6274-94	OSAM AB
		Refinance Ownership Security
		Agreements 75116B, 24169, 24160
		Refinance Unisys Finance Corp.
		Agreement 80371 Schedule 100

LESSOR:

UNISYS FINANCE CORPORATION

BY: *[Signature]*TITLE: Customer Workouts

DATE: _____

LESSEE:

Maryland General AssemblyBY: *[Signature]*TITLE: Director, Leg. Data Proc.DATE: 9/19/84

Unisys Finance Corporation

547 33

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: WESH, INC., t/a BROWN'S HONDA CITY
5804 Ritchie Highway
Baltimore, Maryland 21225
2. NAME AND ADDRESS OF SECURED PARTY: CENTURY CREDIT CORPORATION
901 Elkridge Landing
Suite 200
Linthicum, Maryland 21090

3. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 272840 Filed May 17, 1988

Record Reference Liber 527 Page 30

4. The original Financing Statement described above is amended as follows:

- a. to amend the Secured Party's name and address to:

SECURITY PACIFIC AUTOMOTIVE
FINANCIAL SERVICES CORP.
2660 Townsgate Road, Bldg. 400
Westlake Village, California 91361

RECORD FEE 10.00
POSTAGE .50
#477850 0777 R03 T10:34
10/11/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

- b. to amend the Debtor's trade names to:

WESH, INC., t/a HONDA CITY
and BROWN'S HONDA CITY

Dated: OCTOBER 3, 1989

SECURED PARTY:

DEBTOR:

WESH, INC., t/a HONDA CITY
and BROWN'S HONDA CITY

SECURITY PACIFIC AUTOMOTIVE
FINANCIAL SERVICES CORP.,
successor in interest by merger
to CENTURY CREDIT CORPORATION

By: Robert D. Benton
ROBERT D. BENTON, PRES.

By: Tali Petersons
Tali Petersons
Business Center Director

RETURN TO: Weinberg and Green (SJN), 100 S. Charles St., Baltimore, MD 21201

547 34

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: HHS ASSOCIATES, INC.
t/a BROWN'S HYUNDAI CITY
7165 North Ritchie Hwy.
Glen Burnie, MD 21061
2. NAME AND ADDRESS OF SECURED PARTY: CENTURY CREDIT CORPORATION
901 Elkridge Landing
Suite 200
Linthicum, Maryland 21090
Attn: Mr. Lewis R. Glassman

RECORD FEE 10.00
POSTAGE .50
#477850 CITT R03 T10:34
10/11/89

3. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 272841 Filed May 17, 1988
Record Reference Liber 527 Page 33

H. ERLE SCHAFER
CIRCUIT COURT

4. The original Financing Statement described above is amended to change the name and address of the Secured Party, as follows:

SECURITY PACIFIC AUTOMOTIVE
FINANCIAL SERVICES CORP.
Building 400
2660 Townsgate Road
Westlake Village, California 91361

Dated: OCTOBER 3, 1989

DEBTOR:

HHS ASSOCIATES, INC., t/a
BROWN'S HYUNDAI CITY

SECURED PARTY:

SECURITY PACIFIC AUTOMOTIVE
FINANCIAL SERVICES CORP.,
successor in interest by merger
to CENTURY CREDIT CORPORATION

By:

ROBERT D. BENTON, PRES.

By:

Tali Petersons
Business Center Director

RETURN TO: Weinberg and Green (SJN), 100 S. Charles St., Baltimore, MD 21201

547 35

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: BROWN'S MARYLAND MOTORS, INC.
t/a BROWN'S TOYOTA CITY
7167 Ritchie Hwy.
Glen Burnie, MD 21061
2. NAME AND ADDRESS OF SECURED PARTY: CENTURY CREDIT CORPORATION
901 Elkridge Landing
Suite 200
Linthicum, Maryland 21090
3. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:
File No. 272839 Filed May 17, 1988
Record Reference Liber 527 Page 27
4. The original Financing Statement described above is amended as follows:
 - a. to amend the Secured Party's name and address to:

SECURITY PACIFIC AUTOMOTIVE
FINANCIAL SERVICES CORP.
2660 Townsgate Road, Bldg. 400
Westlake Village, California 91361

- b. to amend the Debtor's trade names to:

BROWN'S MARYLAND MOTORS, INC., t/a
TOYOTA CITY and BROWN'S TOYOTA CITY

Dated: OCTOBER 3, 1989

DEBTOR:

BROWN'S MARYLAND MOTORS, INC., t/a
TOYOTA CITY and BROWN'S TOYOTA CITY

By:

Robert D. Benton
ROBERT D. BENTON, PRES.

SECURED PARTY:

SECURITY PACIFIC AUTOMOTIVE
FINANCIAL SERVICES CORP.,
successor in interest by merger
to CENTURY CREDIT CORPORATION

By:

Tali Petersons
Business Center Director

RECORD FEE 10.00
POSTAGE .50
#471870 C777 R03 T10:34
10/11/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

RETURN TO: Weinberg and Green (SJN), 100 S. Charles St., Baltimore, MD 21201

547 36

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: WILLIAM E. SCHUILING
c/o Mid-Atlantic Cars, Inc.
10287 Lee Highway
Fairfax, Virginia 22030
2. NAME AND ADDRESS OF SECURED PARTY: CENTURY CREDIT CORPORATION
901 Elkridge Landing
Suite 200
Linthicum, Maryland 21090
Attn: Mr. Lewis R. Glassman

RECORD FEE 10.00
POSTAGE .50
#477880 CV77 R03 110:35
10/11/89
H. ERIC SCHAFER
CO. CLERK COURT

3. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT: CO. CLERK COURT

File No. 272280 Filed March 31, 1988
Record Reference Liber 525 Page 121

4. The original Financing Statement described above is amended to change the name and address of the Secured Party, as follows:

SECURITY PACIFIC AUTOMOTIVE
FINANCIAL SERVICES CORP.
Building 400
2660 Townsgate Road
Westlake Village, California 91361

Dated: OCTOBER 3, 1989

DEBTOR:

WILLIAM E. SCHUILING

SECURED PARTY:

SECURITY PACIFIC AUTOMOTIVE
FINANCIAL SERVICES CORP.,
successor in interest by merger
to CENTURY CREDIT CORPORATION

By:

Robert D. Benton
Robert D. Benton
Attorney in fact for
William E. Schuiling pursuant to a
Power of Attorney executed July 17, 1985

By:

Tali Petersons
Tali Petersons
Business Center Director

RETURN TO: Weinberg and Green (SJN), 100 S. Charles St., Baltimore, MD 21201

547 37

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: WESH, INC., t/a HONDA CITY
5804 Ritchie Highway
Baltimore, Maryland 21225

2. NAME AND ADDRESS OF SECURED PARTY: CENTURY CREDIT CORPORATION
901 Elkridge Landing
Suite 200
Linthicum, Maryland 21090

3. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 267277 Filed May 6, 1987

Record Reference Liber 511 Page 574

4. The original Financing Statement described above is amended as follows:

a. to amend the Secured Party's name and address to:

SECURITY PACIFIC AUTOMOTIVE
FINANCIAL SERVICES CORP.
2660 Townsgate Road, Bldg. 400
Westlake Village, California 91361

RECORD FEE 10.00
POSTAGE .50
#477090 CITY RD 110435
10/11/89

H. FRISCHER
AA CO. CIRCUIT COURT

b. to amend the Debtor's trade names to:

WESH, INC., t/a HONDA CITY
and BROWN'S HONDA CITY

Dated: OCTOBER 3, 1989

SECURED PARTY:

DEBTOR:

WESH, INC., t/a HONDA CITY
and BROWN'S HONDA CITY

SECURITY PACIFIC AUTOMOTIVE
FINANCIAL SERVICES CORP.,
successor in interest by merger
to CENTURY CREDIT CORPORATION

By:

Robert D. Benton
ROBERT D. BENTON, PRES.

By:

Tali Petersons
Tali Petersons
Business Center Director

RETURN TO: Weinberg and Green (SJN), 100 S. Charles St., Baltimore, MD 21201

547 38

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: HHS ASSOCIATES, INC.
t/a BROWN'S HYUNDAI CITY
7165 North Ritchie Hwy.
Glen Burnie, MD 21061
2. NAME AND ADDRESS OF SECURED PARTY: CENTURY CREDIT CORPORATION
901 Elkridge Landing
Suite 200
Linthicum, Maryland 21090
Attn: Mr. Lewis R. Glassman

3. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 267376 Filed May 6, 1987

Record Reference Liber 511 Page 573

4. The original Financing Statement described above is amended to change the name and address of the Secured Party, as follows:

SECURITY PACIFIC AUTOMOTIVE
FINANCIAL SERVICES CORP.
Building 400
2660 Townsgate Road
Westlake Village, California 91361

RECORD FEE 10.00
POSTAGE .50
BATTING OFF R03 110-35
10/11/89
H. ERIC SCHAFER
AA CO. CIRCUIT COURT

Dated: OCTOBER 3, 1989

DEBTOR:

SECURED PARTY:

HHS ASSOCIATES, INC., t/a
BROWN'S HYUNDAI CITY

SECURITY PACIFIC AUTOMOTIVE
FINANCIAL SERVICES CORP.,
successor in interest by merger
to CENTURY CREDIT CORPORATION

By:

Robert D. Benton
ROBERT D. BENTON, PRES.

By:

Tali Petersons
Tali Petersons
Business Center Director

RETURN TO: Weinberg and Green (SJN), 100 S. Charles St., Baltimore, MD 21201

547 39

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: HHS ASSOCIATES, INC.
t/a BROWN'S HYUNDAI CITY
7165 North Ritchie Hwy.
Glen Burnie, MD 21061
2. NAME AND ADDRESS OF SECURED PARTY: CENTURY CREDIT CORPORATION
901 Elkridge Landing
Suite 200
Linthicum, Maryland 21090
Attn: Mr. Lewis R. Glassman



RECORD FEE 10.00
POSTAGE .50
4477910 CTTI 003 10/11/89

3. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 267570 Filed May 12, 1987

Record Reference Liber 512 Page 147

4. The original Financing Statement described above is amended to change the name and address of the Secured Party, as follows:

SECURITY PACIFIC AUTOMOTIVE
FINANCIAL SERVICES CORP.
Building 400
2660 Townsgate Road
Westlake Village, California 91361

Dated: OCTOBER 3, 1989

DEBTOR:

HHS ASSOCIATES, INC., t/a
BROWN'S HYUNDAI CITY

By:

ROBERT D. BENTON, PRES.

SECURED PARTY:

SECURITY PACIFIC AUTOMOTIVE
FINANCIAL SERVICES CORP.,
successor in interest by merger
to CENTURY CREDIT CORPORATION

By:

Tali Petersons
Business Center Director

RETURN TO: Weinberg and Green (SJN), 100 S. Charles St., Baltimore, MD 21201

547 40

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: BROWN'S MARYLAND MOTORS, INC.
t/a BROWN'S TOYOTA CITY
7167 Ritchie Hwy.
Glen Burnie, MD 21061

2. NAME AND ADDRESS OF SECURED PARTY: CENTURY CREDIT CORPORATION
901 Elkridge Landing
Suite 200
Linthicum, Maryland 21090

3. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 267375 Filed May 6, 1987

Record Reference Liber 511 Page 572

4. The original Financing Statement described above is amended as follows:

a. to amend the Secured Party's name and address to:

SECURITY PACIFIC AUTOMOTIVE
FINANCIAL SERVICES CORP.
2660 Townsgate Road, Bldg. 400
Westlake Village, California 91361

RECORD FEE 10.00
POSTAGE .50
5477520 CITY MOS 110-36
10/11/89
H. ERIC SCHAFER
JAN CO. CIRCUIT COURT

b. to amend the Debtor's trade names to:

BROWN'S MARYLAND MOTORS, INC., t/a
TOYOTA CITY and BROWN'S TOYOTA CITY

Dated: OCTOBER 3, 1989

SECURED PARTY:

DEBTOR:

BROWN'S MARYLAND MOTORS, INC., t/a
TOYOTA CITY and BROWN'S TOYOTA CITY

SECURITY PACIFIC AUTOMOTIVE
FINANCIAL SERVICES CORP.,
successor in interest by merger
to CENTURY CREDIT CORPORATION

By:

ROBERT D. BENTON, PRES.

By:

Tali Petersons
Business Center Director

RETURN TO: Weinberg and Green (SJN), 100 S. Charles St., Baltimore, MD 21201

547 41

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: BROWN'S MARYLAND MOTORS, INC.
t/a BROWN'S TOYOTA CITY
7167 Ritchie Hwy.
Glen Burnie, MD 21061

2. NAME AND ADDRESS OF SECURED PARTY: CENTURY CREDIT CORPORATION
901 Elkridge Landing
Suite 200
Linthicum, Maryland 21090

3. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 267643 Filed May 18, 1988

Record Reference Liber 512 Page 294

4. The original Financing Statement described above is amended as follows:

a. to amend the Secured Party's name and address to:

SECURITY PACIFIC AUTOMOTIVE
FINANCIAL SERVICES CORP.
2660 Townsgate Road, Bldg. 400
Westlake Village, California 91361

RECORD FEE 10.00
POSTAGE .50
BATTLED CITY NO3 10/11/89

b. to amend the Debtor's trade names to:

BROWN'S MARYLAND MOTORS, INC., t/a
TOYOTA CITY and BROWN'S TOYOTA CITY

H. ERIC SCHAFER
AA CO. CIRCUIT COURT

Dated: OCTOBER 3, 1989

SECURED PARTY:

DEBTOR:

BROWN'S MARYLAND MOTORS, INC., t/a
TOYOTA CITY and BROWN'S TOYOTA CITY

SECURITY PACIFIC AUTOMOTIVE
FINANCIAL SERVICES CORP.,
successor in interest by merger
to CENTURY CREDIT CORPORATION

By:

Robert D. Benton
ROBERT D. BENTON, PRES.

By:

Tali Petersons
Tali Petersons
Business Center Director

RETURN TO: Weinberg and Green (SJN), 100 S. Charles St., Baltimore, MD 21201

547 42

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270003

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation
Address 50 Rockefeller Plaza
New York, NY 10020
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD
POSTAGE
10.00
1.00
10/17/89
H. ERLE SCHAFER
U.S. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
o secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 7/17/88, Schedule # 02, dated 9/19/89 between Assignor as Lessor and LEASE ACCOUNT # 070886 as Lessee. Assignor has granted Security Interest in the following equipment leased to Lessee to Assignee per a Non-course Assignment of Rents dated 9/25/89 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Not subject to recordation tax

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III

Type or Print Above Signature on Above Line

President

(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corporation

M. R. Adams VP
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed in Anne Arundel County

11/3

547 43

L & G LITHOGRAPHICS, INC.

Schedule 02

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) One	Acer 5200 File Server-386/20 MHz 386 Processor/2 MByte RAM/PM/(Novell) S/N A520001937 MWH Advanced Netware-286 ELS II operating system/80 MBytes (formatted) disk space/60 MByte Tape Back-up
(1) One	450W Uninterruptible Power Supply (UPS) S/N P89063335
(1) One	2400 Baud Modem/Support Software S/N 638180
(1) One	Toshiba 3200 Laptop Computer/286 12 Mhz Processor/40 Mbyte Hard Disk/720 Kbyte 3 1/2" Diskette Drive/Gas Plasma Display/NetWork Interface Card/Carrying Case S/N 07936353MWR
(1) One	Toshiba Express Writer 311 Printer/24 pin dot matrix/80 column/180 cps/Carrying Case S/N 12663MWR
(7) Seven	Acer 5280 NetWorkStation Computer/12 Mhz 80286 CPU/640 Kbyte RAM/101 enhanced keyboard/NetWork interface card S/N's A528006573MWH, A528002720MWH, A528003639MWH, A528001693MWH, A528005839MWH, A528003602MWH, A528008563MWH 14" White Monochrome Monitor's S/N's M610004233MWH, M610004428MWH, M610004295MWH, M610004237MWH, M610004232MWH, M610005414MWH, M610004051MWH, M610005715MWH
(3) Three	Okidata 320 Printer/9 pin/300 cps/80 column S/N's 906C01723423MA, 906C01721746MA, 906C01723434MA
	RealWorld Accounting Software: #GL0089006102, #AP0089003870, #AR0089004325 Parsec Estimating & Management Software - Full System 5.2 MicroSoft Works, Computerized Pricing Systems.
(1) One	Douthitt Overhead plateburner 40X50 w/olec AL-53, dual filter, curtain, cabinet S/N 57400

TransFinancial Leasing Corp.

BY:

President

TITLE:

Societe Generale Financial Corporation

BY:

Vice President

TITLE:

Anne Arundel County,
Maryland

STATE OF MARYLAND

547 44

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 233168

RECORDED IN LIBER 426 FOLIO 494 ON 06/26/80 (DATE)

1. DEBTOR

Name MR. TIRE, INC.

Address 7223 Ambassador Road Baltimore, Maryland 21207

2. SECURED PARTY

Name MICHELIN TIRE CORPORATION

Address 1 Marcus Avenue, Lake Success, NY 11042

HOGAN & HARTSON 111 S. Calvert St. Baltimore, MD 21202 (WJV) 10/11/89

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☒
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

1. All property of Debtor which is not (a) inventory manufactured or distributed by Secured Party, (b) inventory bearing the brand name or trademark of Secured Party (or any other brand name or trademark owned or used by Secured Party), or (c) inventory sold to Debtor by Secured Party.
2. All proceeds of Debtor's inventory including, without limitation, accounts receivable, chattel paper, notes, instruments, documents and general intangibles.

Nothing herein is intended to create any security interest or other right of Secured Party in any property of Debtor not described in the referenced financing statement.

MICHELIN TIRE CORPORATION

Dated August 30, 1989

By: J. Pat King
(Signature of Secured Party)

Type or Print Above Name on Above Line

RETURN TO:
Hogan & Hartson
111 S. Calvert Street
Baltimore, MD 21203

156

STATE OF MARYLAND

547 45

Anne Arundel County, Maryland

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 228863RECORDED IN LIBER 417 FOLIO 260 ON 10/18/79 (DATE)

1. DEBTOR

Name MR. TIRE, INC.Address 7223 Ambassador Road, Baltimore, Maryland 21207

2. SECURED PARTY

Name SEMPERIT OF AMERICA, INC.Address 156 Ludlow Avenue, Northvale, New Jersey 07647HOGAN & HARTSON 111 South Calvert Street, Baltimore, Maryland 21202 (WJV)
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: XXXX
(Indicate whether amendment, termination, etc.)

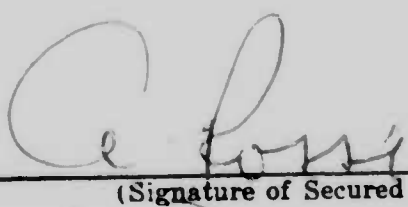
Termination

RECEIVED FEE 10.00
POSTAGE .50
BATTEN CITY 103 110140
10/11/79
H. CYLE SCHAFER
AA CO. CIRCUIT COURT

RETURN TO:

Hogan & Hartson
111 S. Calvert Street
Baltimore, MD 21202

SEMPERIT OF AMERICA, INC.

Dated 9/1/79
(Signature of Secured Party)A. Rossi
Type or Print Above Name on Above Line

547 46

270021

FINANCING STATEMENT FORM UCC-1

Identifying File No. 1481

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Park-N-Go
Address 790 Camp Meade Road Linthicum, MD 21090

2. SECURED PARTY

Name COMM-LEASE, Inc.
Address 9494 Deereco Road Timonium, MD 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

QUANTITY	MAKE / MANUFACTURER-DESCRIPTION	MODEL NO.	SERIAL NO.
1	General Electric	TMX 8310	7704949

CHECK ☒ THE LINES WHICH APPLY

☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

Dan Giroux
(Signature of Debtor)

DAN GIBOUX
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Vickie E. Borders
(Signature of Secured Party)

VICKIE E. BORDERS SEC.

Type or Print Above Signature on Above Line

"not subject to recordation tax-seller is secured party-section #12-108K4"

1150

547 48

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

☐ (check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 250788 recorded in Liber 470, Folio 262 on 2/7/84 at Anne Arundel County

1 DEBTOR(S) Charles M. Hays, III and Cynthia L. Hays T/A Gospel Book Store
ADDRESS(ES) 7458 Baltimore-Annapolis Boulevard, Glen Burnie, MD 21061
14 Aquahart Road, Glen Burnie, Maryland 21061

2 SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION Lynn Amos
ADDRESS: MAILSTOP 500-270, Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. ☒ AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
- a. ☒ Not subject to Recordation Tax.
- b. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8. Debtors has changed name to: Hays Enterprises, Inc.
Debtors have changed address to: 337 Hospital Drive, Suite A 2
Glen Burnie, Maryland 21061

185 DEBTOR(S) Hays Enterprises, Inc.

BY Charles M. Hays (SEAL)

Charles M. Hays, President
BY _____ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY Beth A. Sherwood (SEAL)

Beth A. Sherwood, Commercial Banking Officer
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

Mail To:
Maryland National Bank
Attn: AARU
1713 West Street
Annapolis, Maryland 21403

547 49

278926

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Records at Anne Arundel County
3. ☐ Not subject to Recordation Tax
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$50,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): Berne, Edelstein and Llewellyn, P.A. Address(es): 1667 Crofton Centre
Crofton, Maryland 21114

6. Secured Party: Maryland National Bank Address: Department CLDRU
Post Office Box 987, Mailstop 509277
Attention: Kathy Tefft Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____
(to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

See attached Schedule A

Debtor: Berne, Edelstein and
Llewellyn, P.A.

Secured Party: Maryland National Bank

By: [Signature] (Seal)
Type name and title, if any: Alan M. Berne, D.D.S.,
President

By: [Signature] (Seal)

By: _____ (Seal)
Type name and title, if any

Karen D. Weaver, Asst. Vice President
Type name and title

11-
3505

(Secured Party or Beneficiary)

547 50

- ☐ a deed of trust
- ☐ an indemnity deed of trust
- ☐ a security agreement
- ☒ a financing statement
- ☐ _____

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued):	Mfg	Description	Qty
ADEC	2070	EXCELLENCE UNITS W ADD'L 3 WAY SYRINGE	2
ADEC		PRIORITY CHAIRS W STANDARD UPHOLSTERY	2
ADEC		UNIT MOUNT EXCELLENCE LIGHT	2
MIDWEST		INSIGHT II FIBRE OPTIC SYSTEMS	2
ADEC	2040	DECADE UNIT FOR 2 HPCS W ONE 3 WAY SYRINGE	1
ROYAL	16	CHAIR W AUTO RETURN AND NON-ARTIC. H/R (NO PRE-POSITION)	1
YOSHIDA	X 70	PERIAPICAL X RAY	1
ADEC		PREFERENCE II CENTRAL CONSOLE	1
ADEC		PREFERENCE II 12 O'CLOCK CONSOLE(34")	2
STAR		TITAN II LOW SPEED HPC WITH STR NOSE CONE, CA DRIVE WITH L/T HEAD	1
ADEC		DRS AND ASSIST PRIORITY STOOLS	1
ADEC		AMALGAMATOR	1

GRANTOR/DEBTOR

GRANTOR/DEBTOR

By: _____ (SEAL)

Name: Alan M. Berne, D.D.S.

Title: President

By: _____ (SEAL)

Name: _____

Title: _____

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

547 51

278827

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)

The Driggs Corp.
8700 Ashwood Drive
Capitol Heights MD 20743
MACHINE LOCATED IN MILLERSVILLE MD

(2) Secured Party(ies) (Name(s) And Address(es))

Alban Tractor Co Inc
P.O. Box 9595
Baltimore MD 21237
M-35378

(3) (a) ☐ Collateral is or includes fixtures.
(b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) ☐ Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Tractor Model D5H S/N: 8RC01617

SOLD FROM INVENTORY

NOT SUBJECT TO RECORDATION TAX

☒ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

The Driggs Corp.

(By)

Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical

MD
Secured Party(ies) [or Assignees]

Alban Tractor Co Inc

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature
(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒

☐ Collateral Is Brought Into This State

☐ Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

547 52

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. DEBTOR(S) (Last Name, First and ADDRESS(ES))
STEWART PRESTON
50 HILLS RD
SEVERNA PK MD 21146
575229158 AD

2. SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

3. MATURITY DATE
(If Any) 03SEP86
FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 3K 502 PG 201
Filed with ANNE ARUNDEL MD Date Filed 03SEP86

5. ☐ CONTINUATION. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ TERMINATION. Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ ASSIGNMENT. The Secured Party's rights under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. ☐ AMENDMENT. Financing Statement bearing file number shown above is amended as set forth in item 10.
9. ☐ RELEASE. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10.

TO
CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

Number of Additional Sheets Presented

02 OCT 89

JOHN DEERE COMPANY

By
Signature(s) of Debtor(s) (Necessary only if item 5 is applicable)

By *D. J. Walters* Director, Installment Finance For
Signature(s) of Secured Party(ies)

☐ JOHN DEERE INDUSTRIAL
EQUIPMENT COMPANY
☒ JOHN DEERE COMPANY

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3

1050

547 53

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. DEBTOR(S) (Last Name First) and ADDRESS(ES)

HOFFMAN ROBERT W
165 FIDDLERS HILL RD
EDGEWATER MD 21037
060303069 AA

2. SECURED PARTY(IES) and ADDRESS(ES)

JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

3. MATURITY DATE
(If Any) 29 APR 86

FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 497-400-261603

Filed with ANNE ARUNDEL MD

Date Filed 29 APR 86

5. ☐ CONTINUATION The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ TERMINATION Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ ASSIGNMENT The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ AMENDMENT Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ RELEASE Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

TO

CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

Number of Additional Sheets Presented

02 OCT 89

JOHN DEERE COMPANY

By

Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By

Signature(s) of Secured Party(ies)

Director, Installment Finance For

☐ JOHN DEERE INDUSTRIAL
EQUIPMENT COMPANY

☒ JOHN DEERE COMPANY

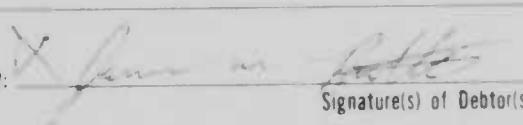
FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3

40.5-

547 - 54

278923

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code		3 Maturity date (if any)
1 Debtor(s) (Last Name First) and Address(es) JAMES MATHEW RITTER 300 Queen ANNE RD GLEN BURNIE, MD 21061	2 Secured Party(ies) and Address(es) JACOBS FORD TRUCK SALES 8300 Ardwick-Ardmore RD Landover, MD 20785	For Filing Officer (Date, Time, Number, and Filing Office) TW
4 This financing statement covers the following types (or items) of property (1) 1985 Ford LTL9000, VIN 1FDYA90W5FVA07073 with 14' R & S Dump Body (STEEL). 85030499		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Co. Corporation PO Box A College Park MD 20740
"Document not subject to recordation tax-conditional sales contract signed by Debtor."		
This statement is filed without the debtor's signature to perfect a security interest in collateral (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected		
Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional sheets presented		
Filed with: Anne Arundel County		
James Mathew Ritter		Jacobs Fd Trk Sales Inc.
By:  Signature(s) of Debtor(s)	By: _____ Signature(s) of Secured Party(ies)	
FILING OFFICER COPY-ALPHABETICAL		

5034X Rev. 12-80

547 ME 55

278329

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) Norman T. Cully Excavation Construction, Inc. 140 Bestgate Road Annapolis, Maryland 21401	2 Secured Party(ies) and Address(es) Baltimore Mack Trucks, Inc. 610 Nursery Road Linthicum, Maryland 21090	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property 1989 Mack Truck Serial# 1M2P180C0KW004842 With Snyder Dump Body# 14529 "Document not subject to recordation tax-conditional sales contract signed by Debtor."		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp. P.O. Box A College Park, Maryland 20740

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☐ if sold
already subject to a security interest in another jurisdiction when it was brought into this state
which is proceeds of the original collateral described above in which a security interest was perfected)

Check ☐ if covered ☐ Proceeds of collateral are also covered ☐ Products of Collateral are also covered No. of additional sheets presented

Filed with: Wane Churchill

Baltimore Mack Trucks, Inc.
By [Signature] V.P.
Signature(s) of Debtor(s) Secured Party

Norman T. Cully Excavation Construction, Inc.
By [Signature]
Signature(s) of Secured Party(ies) Debtor

503459 Rev 12-80

FILING OFFICER COPY - ALPHABETICAL

547 56

278539

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code		3 Maturity date (if any)
1 Debtor(s) (Last Name First) and Address(es)	2 Secured Party(ies) and Address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Darryl N. Hudson 7843 Kings Bench Place Pasadena, MD 21122	HARBOR TRUCK SALES AND SERVICE, INC. 2723 Annapolis Road Baltimore, Md., 21230	
4 This financing statement covers the following types (or items) of property 1989 Freightliner FLC12064 Serial #1FVN2WY96KH364681 with R/S Steel 14 1/2' Dump Body Serial #89030541 Document not subject to recordation tax-conditional sales contract signed by Debtor.		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp. 1801 McCormick Dr., Suite 200 Landover, MD 20785
I hereby certify that the filing fee as required by the Motor Vehicle Adminis. for the security interest in the above Motor Vehicle has been paid.		
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected		
Check <input type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional sheets presented		
Filed with: Anne Arundel County		
Darryl N. Hudson		HARBOR TRUCK SALES AND SERVICE, INC.
By: <u>Darryl N. Hudson</u> Signature(s) of Debtor(s)		President Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL

203459 Rev. 12-80

11/15/80 1356776

547 57

278831

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any)
1 Debtor(s) (Last Name First) and Address(es) GUNTHER'S LEASING TRANSPORT INC 8350 CAPEL DRIVE PASADENA, MARYLAND 21122	2 Secured Party(ies) and Address(es) WARNER FRUEHAUF TRAILER CO., INC. 1415 BUSH STREET BALTIMORE, MARYLAND 21230	For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property Document not subject to recordation tax-conditional sales contract signed by Debtor. SEE ATTACHED SCHEDULE A HERETO AND MADE A PART HEREOF I hereby certify that the filing fee as required by the motor Vehicles Adminis for the security interest in the above Motor Vehicle has been paid.		5 Assignee(s) of Secured Party and Address(es) ASSOCIATES COMMERCIAL CORP. P O BOX A COLLEGE PARK, MD 20740

This statement is filed without the debtor's signature to perfect a security interest in collateral (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state
☐ which is proceeds of the original collateral described above in which a security interest was perfected

11/7578

Check ☒ if covered. ☒ Proceeds of collateral are also covered ☐ Products of Collateral are also covered No. of additional sheets presented

Filed with: ANNE ARUNDEL COUNTY

GUNTHER'S LEASING TRANSPORT INC.

WARNER FRUEHAUF TRAILER CO., INC.

By:

[Signature]
Signature(s) of Debtor(s)

By:

[Signature]
Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical

603469 Rev. 12-80

117

1

547 58

SCHEDULE A

Page of pages

Attached to and made a part of a(n)

(Name of document, such as Security Agreement)

dated SEPTEMBER 28, 1989

between GUTHRIE'S LEASING TRANSPORT, INC.,

and WARNER FREuhauf TRAILER CO., INC.

(Describe property fully, including year if appropriate, make, model, kind of unit, serial number, and any other pertinent information.)

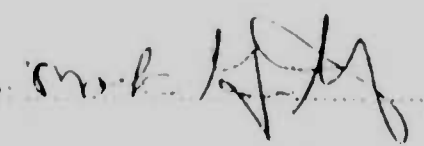
20 - 1989 FREuhauf VAN TRAILERS MODEL FB9-F2-4BW SERIAL #'S:

HDV04822LH005101	HDV04829LH005102	HDV04820LH005103
HDV04822LH005104	HDV04824LH005105	HDV04826LH005106
HDV04828LH005107	HDV04828LH005108	HDV04821LH005109
HDV04828LH005110	HDV04820LH006901	HDV04821LH006902
HDV04824LH006903	HDV04826LH006904	HDV04828LH006905
HDV04828LH006906	HDV04821LH006907	HDV04821LH006908
HDV04825LH006909	HDV04821LH006910	

7 - RETRACT-A ROLL SYSTEM 42'0", 6 LADE 4" PITCH WITH PART NUMBER 47005-24

2 - 1981 UTILITY TRAILERS 45' X 13'6" SERIAL NUMBER HDV52454DH829929 AND HDV52459DH855507 WITH SHWD. TO THEREO ETC.

701100 (Rev. 10/83)
Sole Leasing Lease

Customer's signature: 

RECORD

4th

547 59

270002

FINANCING STATEMENT

1. ☒ To Be Recorded in the Financing Statement Records and Land Records of Anne Arundel County, Maryland.
2. ☐ To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
3. ☐ Not Subject to Recordation Tax.
4. ☒ Recordation Tax has been paid on the principal amount of Four Hundred Fifty-Eight Thousand Dollars (\$458,000.00) in connection with the filing of the Purchase Money Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s) Address(es)

Thomas W. Redmond, Sr. 8224 Baltimore-Annapolis Blvd.
Pasadena, Maryland 21122

6. Secured Party Address

The Annapolis Banking and Trust Company 18 Church Circle
Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Purchase Money Deed of Trust dated October 6, 1989 from Debtor(s) to William A. Busik and Randall M. Robey, Trustees (the "Purchase Money Deed of Trust"), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules if ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P.O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8855

AB004.87

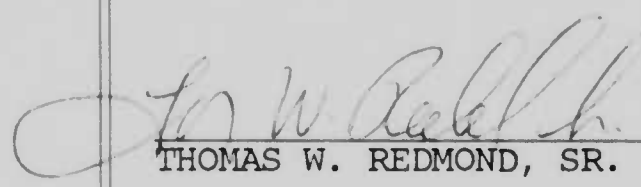
547 JCE 60

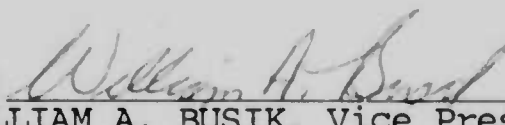
located, whether said accounts receivable are now in existence or hereafter created.

DEBTOR(S):

SECURED PARTY:

THE ANNAPOLIS BANKING AND TRUST
COMPANY

 (SEAL)
THOMAS W. REDMOND, SR.

By:  (SEAL)
WILLIAM A. BUSIK, Vice President

Mr. Clerk: Please return to:

William H. Buck
P.O. Box 1911
Annapolis, Maryland 21404

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
PO BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8855

EXHIBIT "A"

PARCEL NO. 1: BEGINNING for the same on the North side of Old Annapolis Boulevard at the intersection of Lots Numbers 47 and 48 as shown on the Plat of Addition to Waterford Heights, and running with the division line between lots numbers 47 and 48, N 49 degrees 23 minutes East 931.79 feet to the south line of Lot Number 44, thence with the South lines of Lot Number 44, North 74 degrees 21 minutes West 270.55 to the center of Lot Number 46, thence with the center of Lot Number 46, S 49 degrees 23 minutes West 781.46 feet, more or less, to the North side of Annapolis Boulevard, thence with the North side of said Boulevard S 49 degrees 37 minutes East 225 feet to the place of beginning. The same being Lot Number 47 and the Southeast half of Lot Number 46 on the plat aforesaid recorded among the Plat Records of Anne Arundel County in Plat Book 17, folio 45. The improvements thereon being known as 8242 Baltimore Annapolis Boulevard.

BEING the same property acquired by Thomas W. Redmond by deed dated May 7, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4379, folio 223. (Parcel 943)

PARCEL NO. 2: BEGINNING for the same at a point where the northeasterly line of Old Annapolis Blvd. 40 feet wide, as intersected between the division line between Lots 37 and 45 as shown on the plat of "Addition to Waterford Heights", filed among the Plat Records of Anne Arundel County in Plat Book 17, page 45; thence along said division line North 21 degrees 22 minutes East 527.63 feet; thence running along the portion of the division line between Lots 44 and 45 South 74 degrees 21 minutes East 424.28 feet; thence leaving said division line and running reversely along the sixth line of the land conveyed to Anna M. Kaminski and reversely along the second line of the land described in the deed from George J. Miedel and Geneva M. Miedel, his wife, to Herman M. Cannon and Adelle H. Cannon, his wife, dated February 7, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 902, folio 77, and continuing said course South 49 degrees 23 minutes West 701.48 feet to the northeasterly line of said Old Annapolis Blvd.; thence running along said line of said Boulevard North 40 degrees 37 minutes West 105 feet to the place of beginning. CONTAINING 3.402 acres of land, more or less, according to a survey made by Ralph G. Snyder, Land Surveyor, dated April 13, 1962. SAVING AND EXCEPTING HOWEVER, all that land conveyed to Maryland State Roads Commission, by deed dated April 3, 1969 and recorded among the Land Records of Anne Arundel County in Liber MSH No. 2399, folio 481. The improvements thereon being known as 8224 and 8226 Baltimore Annapolis Boulevard.

BEING the same lot of ground conveyed to Thomas W. Redmond by deed dated February 13, 1981 and recorded among the Land Records of Anne Arundel County in Liber WGL 3396, folio 330. (Parcel 1014)

PARCEL NO. 3: BEGINNING for the same on the northeast side of Annapolis Boulevard, 40 feet wide, at the division line between Lot No. 36 and Lot No. 37, as laid out in a plat of "Addition to Waterford Heights", recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod E-2, Plat No. 14, now Plat Book 17, folio 45, said point being at the end of the third line of the land described in a deed from George B. Woelfel and wife and Elizabeth Foxwell and husband to Joseph Wilk and wife, dated June 19, 1944 and recorded among the Land Records in Liber JHH No. 308, folio 315, etc. and running thence binding on the northeast side of Annapolis Boulevard, North 40 degrees 37 minutes West 75 feet; thence running for lines of division now made, North 26 degrees 00 minutes 30 seconds East 265 feet and South 69 degrees 25 minutes East 35 feet to a point in the

517 62

third line of the land described in said Deed; said third line being the division line between Lot Nos. 36 and 37 as laid out on said plat; and thence running with and binding on part of said third line, South 19 degrees 30 minutes West 300 feet to the place of beginning. CONTAINING 0.33 acres of land, more or less. BEING part of Lot No. 36 as laid out on the plat of "Addition of Waterford Heights" hereinbefore referred to. SAVING AND EXCEPTING THEREFROM that portion of the property contained in a Deed from Donald C. Eaton, et al dated February 21, 1970 and recorded among the Land Records of Anne Arundel County in Liber MSH No. 2335, folio 48, which was granted and conveyed unto the State of Maryland to the use of the State Roads Commission of Maryland, its successors and assigns. The improvements thereon being known as 8214 Baltimore Annapolis Boulevard.

BEING the same property acquired by Thomas W. Redmond, Sr. dated May 7, 1987 and recorded as aforesaid in Liber No. 4379, folio 226. (Parcel 938)

PARCEL NO. 4: BEGINNING for the same at a point in the southernmost right of way line and right of way line of through highway of reloc. Maryland Route 177 leading from Governor Ritchie Highway to Old Mill Road, said point of beginning being the intersection of the aforesaid Southernmost right of way line and right of way line of through highway and the line of division between the property which by deed dated September 12, 1967 and recorded among the Land Records of Anne Arundel County in Liber MSH 2202, folio 390, was conveyed by Jessie G. Conner and J. Pauline, wife, to Donald C. Eaton and Eva G., wife, and the property which by deed dated April 25, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1650, folio 393, was conveyed by Leona M. George, widow, to Jessie Melvin Cole, unmarried, said point of beginning being situated 66 feet measured radically to the right of station 264 +15 more or less, of the base line of right of way of reloc. Maryland Route 177, as said base line of right of way is delineated on the State Highway Administration State Roads Commission's plat numbered 41435, running thence and binding along the aforesaid line of division in a southwesterly direction 175 feet, more or less, to intersect the northeasternmost limits and in a northwesterly direction 123 feet, more or less, thence in a northeasterly direction 35 feet, more or less, thence in a northwesterly direction 74 feet more or less to intersect the aforesaid southernmost right of way line and right of way through highway of reloc. Maryland Route 177, running thence and binding thereon in an easterly direction 176 feet, more or less to the place of beginning. The improvements thereon being known as 8212 Baltimore Annapolis Boulevard.

The above-described parcel of land being subject to the Denial of Access Provision of the State Highway Administration - State Roads Commission of Maryland as indicated on the State Highway Administration - State Roads Commission's plat numbered 41435.

BEING the same property acquired by Thomas W. Redmond, Sr., by deed dated May 7, 1987 and recorded among the Land Records of Anne Arundel County in Liber No. 4379, folio 220. (Parcel 273)

PARCEL NO. 5: BEING KNOWN AND DESIGNATED as Lot Number 37, as shown on a Plat entitled "Plat of Addition to Waterford Heights", made by Howard C. Sutton, Surveyor and Civil Engineer, dated February 20, 1942 and recorded among the Plat Records of Anne Arundel County in Plat Book 17, page 45.

SAVING AND EXCEPTING THEREFROM, HOWEVER, so much of the above-described property which was conveyed to Anna Jones, widow, by deed dated December 17, 1956 and recorded among the Land Records of Anne

Arundel County in Liber 1147, folio 203, and by deed dated October 10, 1968 and recorded among the Land Records of Anne Arundel County in Liber 2226, folio 145 to the State of Maryland to the use of the State Roads Commission of Maryland. The improvements thereon being known as 8222 Baltimore Annapolis Boulevard.

BEING the same property acquired by Thomas W. Redmond, Sr., by deed dated May 7, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4379, folio 229. (Parcel 936)

PARCEL NO. 6: BEGINNING for the same on the Northeast side of the Annapolis Boulevard, as laid out 40 feet wide, at a point distant South 40 degrees 37 minutes East 105.00 feet from the division line between Lot 37 and Lot 45, as shown on the plat of "Addition to Waterford Heights", filed among the Land Records of Anne Arundel County in Plat Book 17, folio 45; and running thence with the Northeast side of the said Boulevard South 40 degrees 37 minutes East 100.00 feet, thence leaving said Boulevard and running with the Northwest side of a 20 foot right-of-way heretofore laid out, parallel to and distant 55.0 feet Southeasterly from the division line between Lot 45 and Lot 46, North 49 degrees 23 minutes East 336.49 feet; thence leaving said right-of-way and running North 40 degrees 37 minutes West 100.00 feet; running parallel to and distant 45.0 feet Northwesterly from the aforesaid division line between Lot 45 and Lot 46, South 49 degrees 23 minutes West 336.49 feet to the point of beginning. Being a part of Lots 45 and 46, as shown on the aforementioned plat of "Addition to Waterford Heights". The improvements thereon being known as 8232 Baltimore Annapolis Boulevard.

BEING the same property acquired by Thomas W. Redmond, Sr., by deed dated July 8, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4407, folio 57. (Parcel 1013)

PARCEL NO. 7: BEGINNING for the first thereof at a point in the division line between lots 45 and 46, as shown on the plat of "Addition to Waterford Heights", filed among the Land Records of Anne Arundel County in Plat Liber 17, folio 45, said point being located North forty-nine degrees twenty-three minutes East four hundred thirty-six and forty-nine one-hundredths feet (N. 49 degrees 23' E. 436.49') from the Northeasterly line of Old Annapolis Boulevard (40' wide); thence from said beginning point running for a division line through Lot 45 the following three courses and distances, to wit: (1) North forty degrees thirty-seven minutes West forty-five feet (N. 40 degrees 37' W. 45') (2) North forty-nine degrees twenty-three minutes East fifty feet (N. 49 degrees 23' E. 50') to a pipe, and (3) South forty degrees thirty-seven minutes East forty-five feet (S. 40 degrees 37' E. 45') to a point in the above mentioned division line between Lots 45 and 46; thence running for a division line through Lot 46 the following three courses and distances, to wit: (1) South forty degrees thirty-seven minutes East fifty-five feet (S. 40 degrees 37' E. 55') to a pipe, (2) South forty-nine degrees twenty-three minutes West fifty feet (S. 49 degrees 23' W. 50') and (3) North forty degrees thirty-seven minutes West fifty-five feet (N. 40 degrees 37' W. 55') to the place of beginning. Containing five thousand square feet, more or less (5,000 sq. ft.).

BEGINNING for the second thereof at the point at the Northeasterly end of the division line between Lots 45 and 46, as shown on the plat "Addition to Waterford Heights" filed among the Land Records of Anne Arundel County in Plat Liber 17, folio 45; thence from said beginning point running along a portion of the northeasterly line of Lot 46, being also along a portion of the southwesterly line of Lot 44, S. 74 degrees - 21' E. 90.16' to a pipe now set; thence leaving said lines

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
PO BOX 1911
ANNAPOLIS, MD 21404
(301) 263 8855

of Lots 46 and 44 and running parallel to and 75' from, when measured at right angles thereto, the division line between Lots 45 and 46 S. 49 degrees - 23' W. 295.05' to a pipe now set; thence running N. 40 degrees - 37' W. 20.00' across a 20' right-of-way, with the use thereof in common with others, to a pipe previously set at the end of the fourth line of the land described in the deed from George E. Harriss, Jr., and Ida C. Harriss, to Anna M. Kaminski and Margaret C. Hupfer, her mother, dated May 8, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1294, folio 303, thence running along the fourth line of the last above mentioned deed, reversely, N. 40 degrees 37' W. 55.00' to a point in the division line between Lots 45 and 46; thence running along the third line of the last above mentioned deed N. 40 degrees 37' W. 45.00' to a pipe previously set at the end of the second line of the last above mentioned deed; thence leaving said third line and running N. 49 degrees 23' E. 214.92' to a pipe now set in the northeasterly line of Lot 45; thence running along a portion of the northeasterly line of Lot 45, being also along a portion of the southwesterly line of Lot 44, S. 74 degrees 21' E. 54.11' to the place of beginning. Containing 0.702 acre of land, more or less.

TOGETHER with the right to use, in common with others, a 20' right of way lying northeasterly of and immediately adjacent to the third line of the first parcel of land described in the deed from Albert A. Avon and Helen Avon, his wife, to George J. Miedel and Geneva M. Miedel, his wife, dated August 5, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 313, folio 402, said right of way extending from the Old Annapolis Boulevard to the southernmost corner of the above described parcel; SAVING AND EXCEPTING from the aforementioned properties all that lot of ground described in the Deed dated July 30, 1969, from the Grantors herein to the State Roads Commission of Maryland, said Deed being recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2295, folio 600, and all as set forth on Plat No. 35, 933 of the State Roads Commission of Maryland. The improvements thereon being known as 8228 Baltimore Annapolis Boulevard. (Parcel 942)

BEING the same property acquired by Thomas Wither Redmond, Sr. by deed dated April, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4314, folio 688.

PARCEL NO. 8: BEING Lots 7, 8, 9, 10, 11 and 12, Block B, as shown on a Plat prepared by J. Carson Boush, Surveyor, recorded among the Plat Records of Anne Arundel County in Liber WNW No. 71, folio 437.

SAVING AND EXCEPTING THEREFROM that portion of the herein described property which by Deed dated April 14, 1988, was granted and conveyed unto the State Highway Administration of the Department of Transportation by Peggy R. DeBaugh, said Deed being recorded among the Land Records of Anne Arundel County in Liber 4657, folio 124, the transferred property being more particularly described therein. The improvements thereon being known as 8209 (8211) Baltimore Annapolis Boulevard. (Parcel 909)

BEING the same property acquired by the within Grantor by deed of even date herewith, recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

547 MAR 65

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278933

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here ☐

This financing statement Dated October 6, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Richard E. Polm

Address 303 Najoles Road, Suite 105, Millersville, Maryland 21108

2. SECURED PARTY

Name First American Bank of Maryland

Address 8401 Colesville Road, Silver Spring, Maryland 20910

Attention: Carolyn W. Hall

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A.

RECORDED FILE 17,00
MAY 1990
ANNE ARUNDEL COUNTY CLERK
10/11/89

CHECK THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

M. ERIC SCHAFER
ANNE ARUNDEL COUNTY CLERK

☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

See Schedule I.

☐ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

RC Polm

(Signature of Debtor)

RICHARD E. POLM

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Warren Sandberg

(Signature of Secured Party)

Type or Print Above Signature on Above Line

THIS TRANSACTION IS SUBJECT TO A RECORDATION TAX. RECORDATION TAX ON THE AMOUNT OF \$3,800,000.00 HAS BEEN PAID TO THE CLERK OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND UPON THE RECORDATION OF A DEED OF TRUST.

1700
10

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

James C. Praley
LESSANS AND TATE.
P.O. Box 1330
Glen Burnie, Maryland 21061

547 66

This Financing Statement covers all of the right, title and interest of the Debtor in and to the lands and premises more particularly described in Schedule I hereto (such lands and premises being hereinafter collectively called the "Property") and:

1. All interests, estates or other claims, both in law and in equity, which the Debtor now has or may hereafter acquire in (a) the Property, (b) all easements, rights-of-way and rights used in connection therewith or as a means of access thereto and (c) all tenements, hereditaments and appurtenances in any wise belonging, relating or pertaining thereto.
2. All estate, right, title and interest of the Debtor now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys, strips of land and gores adjacent to or used in connection therewith.
3. All estate, right, title and interest of the Debtor, if any, now owned or hereafter acquired, in and to any and all buildings and other improvements hereafter erected on the Property, including all heating, air conditioning, lighting, plumbing and other equipment now or hereafter located on or at the Property and all other improvements thereon that under applicable law are deemed to be fixtures (collectively, the "Improvements").
4. All estate, right, title and interest of the Debtor, if any, now owned or hereafter acquired, in and to all inventory, machinery, apparatus, equipment, fittings, fixtures and articles of personal property now or hereafter located on or at the Property or used in connection therewith (including in connection with the construction, renovation or improvement thereof) and all additions and accessions thereto, replacements therefor and proceeds and profits thereof (collectively, the "Personal Property").
5. All estate, claim, demand, right (including all rights to possession and use, all options and other rights to give consents, modify, amend, extend, renew, terminate or purchase or sell), title and interest of the Debtor under all contracts, agreements, understandings or arrangements, whether written or oral, now or hereafter in effect relating to the development, demolition, construction, reconstruction, repair, alteration, addition to, improvement, replacement, use, operation

or management of all or any portion of the Improvements, the Personal Property or the Property.

6. All right, claim, demand, title and interest of the Debtor in, to and under all permits, approvals, certificates, variances, orders, exemptions and other authorizations now or hereafter issued, made or granted with respect to the development, demolition, construction, reconstruction, repair, alteration, addition, improvement, replacement, use, operation or management of the Property.

7. All reversion or reversions, remainder or remainders, rents, revenues, proceeds, issues, profits, royalties, income and other benefits of the Debtor in the Property, the Improvements and the Personal Property.

8. All proceeds of the insurance required to be maintained under that certain Loan Agreement dated as of October 10, 1989 between the Debtor and the Secured Party and all awards heretofore or hereafter made to the Debtor with respect to any part of the Property, the Improvements or the Personal Property as the result of the exercise of power of eminent domain, including any awards for changes of the grades of streets, or as the result of any other damage to any part of the Property, the Improvements or the Personal Property for which compensation shall be given by any governmental authority (a "Condemnation"), and the Trustee is hereby authorized to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor and, at the direction of the Bank, to apply the same to the payment of the Obligations, notwithstanding the fact that the same may not then be due and payable.

9. All air rights, development rights, zoning rights or other similar rights or interests which benefit or are appurtenant to the Property or the Improvements or both of the Debtor and any proceeds arising therefrom.

10. All estate right, title and interest of the Debtor now owned or hereafter acquired, in and to all leases of the Property, rents and proceeds and other payments under any such lease, insurance proceeds and indemnity.

547 68

PROPERTY DESCRIPTION

All that certain land and property situate in Anne Arundel County, Maryland and more particularly described as follows:

BEGINNING for the same at an iron pipe now set on the westernmost right of way line of General's Highway (Maryland Route 178) as relocated and shown on the State Roads Commission of Maryland Plat 16652 and said beginning point being in the first or S 62° 25' W 1373.5' line of the conveyance by Solomon Laden and Sarah Laden, his wife, to Edward A. Holmes and Josephine G. S. Holmes, his wife, by Deed dated June 26, 1935, and recorded among the Land Records of Anne arundel County in Liber FAM No. 139, folio 331, and is distant N 62° 25' E 1207.01' from a granite stone found at the end of said first line; said conveyance to Holmes also being the same as the exception in the conveyance by Romulus G. Morgan to Rosanah Osborne by Deed dated September 10, 1887, and recorded among the Land Records of Anne Arundel County in Liber SH No. 32, folio 46; thence leaving said beginning point so fixed and running with part of said first line S 62° 25' W 288.0' to an iron pipe now set; thence leaving the outline of said conveyance to Holmes and running across a part of the conveyance by Carrie F. Morgan, et al. to William E. Wigley and Daisy Wigley, his wife, by Deed dated October 18, 1924, and recorded among the Land Records in Liber WNW No. 91, folio 413, N 17° 38' 20" W 751.04' to an iron pipe now set in the southernmost right of way of the northbound lane of Maryland Route #3 as shown on State Roads Commission of Maryland Plat 16650; thence running with said right of way line N 57° 47' 30" E 137.24' to an iron pipe now set, thence S 78° 10' 10" E 173.51' to an iron pipe now set on the westernmost right of way line of the aforesaid relocated General's Highway (Maryland Route 178) as shown on said State Roads Commission of Maryland Plat 16652; thence leaving the southernmost right of way line of said northbound lane of Maryland Route #3 and running with the westernmost right of way line of said Route 178 with a curve to the right having a radius of 2087.68' and an arc of 653.13'; said arc having a chord of S 17° 38' 20" E 650.47' to the place of beginning. Containing 5.0 acres, more or less.

547 69

STATE OF MARYLAND

278331

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Line Seven, Inc.

Address P.O. Box 3114, Annapolis, Maryland 21403 (Chesapeake Ave. at 6th St.)

2. SECURED PARTY

Name Farmers National Bank of Maryland 21401

Address 5 Church Circle, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All accounts, contract rights, inventory and equipment now owned or here after acquired and all proceeds (cash and non cash) of such accounts, contracts rights, inventory and equipment.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Line Seven, Inc.

(Signature of Debtor)

T. Ross Glover, President

Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

CDF/01-26-89
9915X
SSA-SFC(B) (4)

547 70

278335

To be recorded	Not subject to recordation
(1) in the Land Records	tax
of Anne Arundel County;	Principal amount is
(X) in the Financing	\$ 260,000.00
Statement Records of	
Anne Arundel County; and	
(3) with the State Department of	
Assessments and Taxation.	

The appropriate amount of documentary stamps are affixed to a deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

FINANCING STATEMENT

1. Debtor: Mailing Address of Debtor:

Lot 24 Fishing Creek
Limited Partnership

3805 Raymond Street
Chevy Chase, Maryland
20815

2. Secured Party: Address of Secured Party:

STERLING BANK & TRUST CO.,
a bank and trust company
organized and existing
under the law of Maryland,

Suite 201
111 East Water Street
Baltimore, MD 21202

3. This Financing Statement covers all of the Debtor's right, title and interest in and to

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

[Handwritten signature and initials]

CDF/01-26-89
9915X
SSA-SFC(B) (4)

547 71

3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtor to Arthur L. Silber and Patricia A. Jenkins, trustees for Sterling Bank & Trust Co., and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to Sterling Bank & Trust Co.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in the said County which is more particularly described in the said deed of trust and security agreement and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$ 260,000.00. The Debtor and the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Cod, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:

Fishing Creek Limited Partnership, a limited partnership organized and existing under the law of Maryland.

✓ By: *Ivy Enterprises, Inc., General Partner*

by: *David R. Maury*

Title: *Principal*

Date: August *31*, 1989.

To the Filing Officer: After this Statement has been recorded, please mail the same to

STERLING BANK & TRUST CO.
111 WATER STREET, SUITE 201
BALTIMORE, MD 21202

CDF/01-26-89
9915X (0515X)
SSA-SFC(B) (4)

547 72

FINANCING STATEMENT

BY

LOT 24 FISHING CREEK LIMITED PARTNERSHIP, Debtor

and

STERLING BANK & TRUST CO., Secured Party

Exhibit A

Description of Land

ALL OF THAT LAND, situate and lying in ANNE ARUNDEL County, Maryland, which is described as follows:

Being known and designated as Lot 24, as shown on the Plat entitled Fishing Creek Farm Plat Nine of Nine, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 110 folio 3.

RETURN TO:
BAY TITLE COMPANY
P. O. Box 3323
222 Severn Avenue
Annapolis, Maryland 21403

TS069

547 ME 73

FINANCING STATEMENT

278836

TO BE RECORDED AMONG
THE FINANCING RECORDS OF
ANNE ARUNDEL COUNTY

This Financing Statement is presented to a Filing Officer
pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: Eklof, Harry S., Jr.
8 Spindrift Way
Annapolis, Maryland 21403
2. NAME AND ADDRESS OF SECURED PARTY: Signet Bank/Maryland
7 St. Paul Street
Baltimore, Maryland 21203
Attn: Real Estate Finance
Department

3. This Financing Statement covers all right, title and
interest of the Debtor in and to the following types (or items)
of property:

(a) All personal property of any kind or nature
whatsoever, whether tangible or intangible and whether now owned
or hereafter acquired, which is used in the construction of, or
is placed upon, or is derived from or used in connection with
the maintenance, use, occupancy or enjoyment of, the Property
(hereinafter defined), including, without limitation, (i) all
building materials, fixtures, equipment and other tangible
personal property of every kind and nature whatsoever (other
than consumable goods, and trade fixtures or other personal
property owned by tenants occupying the Property), (ii) any
franchise or license agreements and management agreements
entered into with respect to the Property or the business
conducted therein (provided all of such agreements shall be
subordinate to the Deed of Trust (hereinafter defined), and the
Secured Party shall have no responsibility for the performance
of the Debtor's obligations thereunder), and (iii) all plans and
specifications, contracts and subcontracts for the construction
or repair of the Property, sewer and water taps, allocations and
agreements for utilities, bonds, permits, licenses, guarantees,
warranties, causes of action, judgments, claims, profits,
security deposits, utility deposits, refunds of fees or deposits
paid to any governmental authority, letters of credit and

1716

policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Douglas V. Durans and Gordon DeGeorge, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority.

547 75

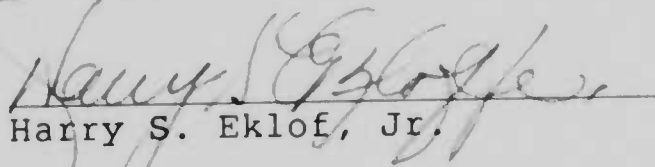
"Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Debtor.

DEBTOR:


Harry S. Eklof, Jr.

Filing Officer: After recordation, please return this Financing Statement to:

Diane Hewes
Hogan & Hartson
111 South Calvert Street
Baltimore, Maryland 21202

EXHIBIT "A"

BEGINNING for the same at a point marking the intersection of the southerly line of Pennsy Drive, as shown on a plat entitled "Plat of Street Dedication, Pennsy Drive Ardwick Industrial District" and recorded among the Land Records of Prince George's County in Plat Book WWW 49 at Plat No. 79, with the northeasterly line of Parcel J-1, as shown on a plat entitled "Parcel J-1, Ardwick Industrial District" and recorded among the said Land Records in Plat Book WWW 50 at Plat No. 74, and running thence from said beginning point so fixed: (1) partly with said southerly line of Pennsy Drive and partly with the southerly line of Pennsy Drive (formerly Adams Avenue), as shown on a plat entitled "Plat of Street Dedication, Adams Avenue, Ardwick Industrial District" and recorded among said Land Records in Plat Book WWW 46 at Plat No. 82, North 82 degrees 01 minute 40 seconds East 429.70 feet to a point; thence (2) leaving Pennsy Drive South 33 degrees 17 minutes 15 seconds East 45.20 feet; thence (3) South 31 degrees 23 minutes 50 seconds West 649.74 feet; thence (4) by remaining land of Manor Real Estate Company, North 58 degrees 36 minutes 10 seconds West 300.00 feet to the southeast corner of the aforementioned Parcel J-1; thence with the line of said Parcel J-1 the following two courses and distances: (5) North 31 degrees 23 minutes 50 seconds East 396.49 feet; and (6) North 58 degrees 36 minutes 40 seconds West 73.05 feet to the place of beginning. Containing 4.0166 acres of land.

BEING Parcel "J-2" as set forth on the plat entitled "Parcels J-2 and J-3, Ardwick Industrial District" recorded among the Land Records of Prince George's County in Plat Book WWW 55 at Plat No. 34.

- | 3. Debtor: | Addresses: |
|--------------------|---|
| T.E.N.S., Inc. | 2125 Forest Drive
Annapolis, Maryland 21401
Anne Arundel County |
| Richard Spitz, Jr. | 2125 Forest Drive
Annapolis, Maryland 21401
Anne Arundel County |
| Frances N. Spitz | 2125 Forest Drive
Annapolis, Maryland 21401
Anne Arundel County |

5. This Financing Statement covers the following property of the Debtor, and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- a. All equipment and machinery, including power-driven machinery and equipment, furniture and fixtures now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith.
- b. All passenger and commercial motor vehicles registered for use upon public highways or streets, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith.
- c. All inventory, raw materials, work in process, and supplies now owned or hereafter acquired.
- d. All accounts receivable now outstanding or hereafter

acquired.

e. All contract rights now in force or hereafter acquired.

f. All right, title and interest in and to the liquor license issued with respect to the premises located at 2125 Forest Drive, Annapolis, Maryland, Anne Arundel County, and all renewals thereof.

DEBTOR:

SECURED PARTIES:

T.E.N.S., Inc.

By Theodore F. Cord (Seal)
President

Theodore F. Cord
Theodore F. Cord

Richard Spitz, Jr. (Seal)

Elizabeth C. Cord
Elizabeth C. Cord

Frances N. Spitz (Seal)
Frances N. Spitz

AFTER RECORDATION RETURN TO:

James C. Praley, Esq.
Lessans and Tate
P.O. Box 1330
Glen Burnie, Maryland 21061

547 79

278803

To Be Recorded:

- Land Records of Anne Arundel County
- Chattel Records of Anne Arundel County
- State Department of Assessments and Taxation

Subject to Recording Tax
On Principal Amount of
\$475,000.00 Which Was
Paid To The Clerk of The
Court of Anne Arundel
County Upon the Filing of
a Mortgage.

FINANCING STATEMENT
(Maryland-U.C.C.-1)

1. DEBTOR: FRANCIS J. ERKMAN and
NANCY C. ERKMAN
325 First Street
Annapolis, MD 21402 (TW)
2. SECURED PARTY: THE ANNAPOLIS BANKING AND
TRUST COMPANY
Church Circle
Annapolis, MD 21401
Attn: Commercial Loan Dept.
3. This Financing Statement covers and the Debtor grants and
conveys to the Secured Party a security interest in and
to the following:
 - a. All plant, equipment, apparatus, machinery,
fittings, appliances, furniture, furnishings, and
fixtures, and other chattels and personal property
and replacements thereof (exclusive of any inventory
held for sale or resale by the Debtor), now or at
any time hereafter affixed or attached to,
incorporated in, placed upon, or in any way used in
connection with the current or future utilization,
enjoyment, occupation, or operation of the below
referred to real property (hereafter, the "Real
Property"), including by way of example and not by
way of limitation, all lighting, heating,
ventilating, air conditioning, incinerating,
sprinkling, laundry, lifting and plumbing fixtures
and equipment, water and power systems, loading and
unloading equipment, burglar alarms and security
systems, fire prevention and fire extinguishing
systems and equipment, engines, boilers, ranges,
refrigerators, stoves, furnaces, oil burners or
units, communication systems and equipment, dynamos,
transformers, motors, tanks, electrical equipment,
elevators, escalators, cabinets, partitions, ducts,
compressors, switchboards, storm and screen windows
and doors, pictures, sculptures, awnings and shades,
signs and shrubbery.

- b. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Mortgage or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - c. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.
 - d. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
 - e. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Purchase Money Mortgage of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Secured Party. The Debtor is the record owner of the Real Property.

547 DE 81

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

SECURED PARTY:

THE ANNAPOLIS BANKING AND
TRUST COMPANY

Francis J. Erkman, III
Francis J. Erkman, III

By: William A. Bush
Vice President

Nancy C. Erkman
Nancy C. Erkman

TO FILING OFFICER: After this Statement has been recorded,
please return to:

The Annapolis Banking and Trust Company
Church Circle
Annapolis, MD 21401
Attn: Commercial Loan Department

EXHIBIT "A"

PARCEL 1. BEGINNING for the same at a point located on the Northeast side of First Street and at the end of the North 30 degree 23 minute West 103.45 foot line of Parcel 3 of the conveyance from Richard I. Edwards, Inc. to Francis J. Erkman, III and Nancy C. Erkman, his wife, by deed dated September 9, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4830, folio 31; thence running from said beginning point so fixed, leaving said First Street and with the North 59 degree 37 minute East 167.43 foot line of said Parcel 3 and the extension thereof North 59 degrees 37 minutes East 254.53 feet to a point; thence crossing an access area to existing piers South 41 degrees 00 minutes East 5.09 feet to a bulkhead along the waters of the Severn River; thence with the same South 41 degrees 00 minutes East 105.55 feet to a point; thence leaving said bulkhead and the waters of the Severn River and crossing another area created by fill South 60 degrees 43 minutes 10 seconds West 100.97 feet to a point located at the end of the South 33 degrees 53 minutes 10 seconds East 107.01 foot line of said Parcel 3; thence with the outlines of said Parcel 3, South 60 degrees 43 minutes 10 seconds West 174.0 feet to a point located on the Northeast side of said First Street; thence with the same North 30 degrees 23 minutes West 103.45 feet to the place of beginning. Containing 0.64 acres, more or less.

PARCEL 2. BEGINNING for the same at a point located North 59 degrees 37 minutes East 87.10 feet from the end of the North 59 degrees 37 minutes East 167.43 foot line of Parcel 3 of the conveyance from Richard I. Edwards, Inc. to Francis J. Erkman, III and Nancy C. Erkman, his wife, by deed dated September 9, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4830, folio 31; thence running from the place of beginning so fixed and with the extension of said line North 59 degrees 37 minutes East 169.10 feet to intersect a bulkhead located along the waters of the Severn River; thence with said bulkhead and the waters of the Severn River South 39 degrees 24 minutes 10 seconds East 5.03 feet to a point; thence leaving said bulkhead and with another bulkhead constructed along the waters of the Severn River South 59 degrees 36 minutes 20 seconds West 168.95 feet to intersect another bulkhead constructed along the waters of the Severn River; thence crossing an area created by fill North 41 degrees 00 minutes West 5.09 feet to the place of beginning. Containing 0.02 acres, more or less. Being an area created by fill to allow access to existing piers.

BEING all of Parcel 3 of the above mentioned conveyance from Richard I. Edwards, Inc. to Francis J. Erkman, III and Nancy C. Erkman, his wife, by deed dated September 9, 1988 and recorded among the Land Records of Anne Arundel County in liber 4830, folio 31 and also being that area created by fill lying adjacent to said Parcel 3 and the waters of the Severn River.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
1. Debtor(s) (Last Name First) and address(es) MBA Container Corporation 135 Roesler Road Glen Burnie MD 21061	2. Secured Party(ies) and address(es) Phoenixcor, Inc. 65 Water Street S. Norwalk, CT 06854	J.F. CLERK
4. This statement refers to original Financing Statement bearing File No. <u>16317 265787</u> <u>Liber 507 Folio 315</u> Filed with <u>Anne Arundel Cty</u> Date Filed <u>2-3-</u> <u>19 87</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input checked="" type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

Release of the Equipment listed on Schedule A attached hereto made a part hereof

No. of additional Sheets presented: _____

Phoenixcor, Inc.

By: [Signature] Signature(s) of Secured Party(ies)

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

SCHEDULE A

One (1) Toyota Fork Truck, Serial No. FGC15-15178
 One (1) Mercedes 1982 Diesel 22 ft. Straight Bed Truck 5 Ton
 One (1) International 1977 Diesel Tractor Single Axle
 One (1) Ford Conventional Diesel Tractor Single Axle
 Five (5) 40 ft. 13 ft. High Tandum Axle Trailers, 1972-1974
 One (1) 45 ft. 13 ft. High Tandum Axle Trailer 1978
 One (1) Computer IBM BC with Software
 One (1) Computer Infotec
 One (1) Celebrity Chevy wagon
 One (1) Citation Four Door 1982
 One (1) Delta Olds 1980
 One (1) Office Trailer 35 ft.
 Office Equipment and Office Furtniture

All Equipment complete with any and all additions, attachments, accessions, replacements, improvements, modifications and substitutions thereto and therefor and all proceeds including insurance proceeds thereof and therefrom.

REF: MBA

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

☒ To be recorded in UCC Records

☐ TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.
Date & Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement 253143

Date of Filing 8/8/84
Maturity date (if any)

Record Reference LIBER/BOOK FOLIO/PAGE

476

107

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No.

Street

City

State

FLUCKEY, EUGENE R.

1016 Sandpiper Ln., Ann., MD 21403

FLUCKEY, ELEANOR M.

"

"

"

"

Name of Secured Party or assignee
Marshall Building Limited

No.

Street

City

State

1910 K Street, N.W. Washington, D.C.

CHECK APPLICABLE STATEMENT

☐ CONTINUATION

The original Financing Statement identified above by file number is still effective.

☒ TERMINATION

The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.

☐ RELEASE

From the property described in the original Financing Statement identified above, the property described below is released.

☐ ASSIGNMENT

The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

☐ OTHER

RETURN TO:

MARSHALL BUILDING LIMITED PARTNERSHIP MARSHALL BUILDING LIMITED PARTNERSHIP
(SECURED PARTY) (SECURED PARTY) (Seal)

BY: WILLIAM J. WOLFE, General Partner

(Corporate, Trade or Firm Name)

BY: MARVIN FABRIKANT, General Partner

BY: Signature of Secured Party or Assignee
JACK E. SPECTOR, General Partner

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

TRI-STATE COMMERCIAL CLOSINGS, INC.
1201 NEW YORK AVENUE, N.W. #350
WASHINGTON, D.C. 20005

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St., N.W., Washington, D.C. 20004

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

☒ To be recorded in UCC Records

For Filing Officer Use	
File No.
Date & Hour

☐ TO BE RECORDED IN
LAND RECORDS

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement 253144

Date of Filing 8/8/84
Maturity date (if any)
Record Reference LIBER/BOOK 476 FOLIO/PAGE 108

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
CASE, WILLIAM F.	2543	Overlook Glen,	Davidsonville,	MD 21035
CASE, PAMELA J.	"	"	"	"

Name of Secured Party or assignee	No.	Street	City	State
Marshall Building Limited	1910	K Street,	N.W. Washington,	D.C.

CHECK APPLICABLE STATEMENT

- ☐ CONTINUATION
The original Financing Statement identified above by file number is still effective.
- ☒ TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- ☐ RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ☐ ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- ☐ OTHER

RETURN TO:

TRI-STATE COMMERCIAL CLOSINGS, INC.
1201 NEW YORK AVENUE, N.W. #350
WASHINGTON, D.C. 20005

MARSHALL BUILDING LIMITED PARTNERSHIP (SECURED PARTY) MARSHALL BUILDING LIMITED PARTNERSHIP (SECURED PARTY) (Seal)

BY: WILLIAM J. WOLFE, General Partner

BY: MARVIN FABRIKANT, General Partner

(Corporate, Trade or Firm Name)

BY: JACK E. SPECTOR, General Partner
Signature of Secured Party or Assignee

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

278839

FINANCING STATEMENT

Taxable debt: \$75,000.00
~~Not Subject to Recording Fee~~

1. Name of Debtor(s): Annapolis Construction, Inc.
 Address: 3254 A Harness Creek Road
 Annapolis, Md. 21401

2. Name of Secured Party: Annapolis Banking & Trust Co.
 Address: P.O. Box 311
 Annapolis, Md. 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
 Address: Annapolis, Maryland



4. This Financing Statement covers the following types (or items) of property:

1981 Mack truck; vehicle I.D. #1M2K127C5BM004439
 Concrete pump; serial #7020526

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

Debtor(s):
 Annapolis Construction, Inc.

Richard J. Clow
 Richard Clow, President

Secured Party:
 Annapolis Banking & Trust Co.
 (Type Name of Dealership)

By *John P. Koehler*
 (Authorized Signature)
 John P. Koehler, Vice President
 (Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

1/1
 525
 2

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 547 88
Anne Arundel County
Identifying F

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated October 4, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Executive Computer, Inc. t/a Computers To Go t/a
Name South-West Computer Warehouse
Address 60 Mountain Rd. Pasadena, MD 21122

2. SECURED PARTY

Name TRANSAMERICA COMMERCIAL FINANCE CORPORATION
Address 5740 Executive Drive P.O. Box 3296
Baltimore, MD 21228

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

NOT SUBJECT TO RECORDATION TAX

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)
☒ (Products of collateral are also covered)

138

Michael Schmeier
(Signature of Debtor)

MICHAEL SCHMEIER President
Type or Print Above Name on Above Line

[Signature] Sec/Tres
(Signature of Debtor)

MICHAEL WUGIN Wugin
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

D.R. Williams, Jr. Branch Operations Manager
Type or Print Above Signature on Above Line

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 Rev. 2-84

547 89

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 274631, recorded in Book 532, Page 312, on September 22, 1988 among the Financing Records of Anne Arundel County, Maryland.

1. DEBTOR(S):

Name(s) CAR CARE WAREHOUSE I/A TEAM CAR CARE WAREHOUSE

Address(es) 8159 Governor Ritchie Highway, Pasadena, Md. 21122
2303A Forest Drive, Annapolis, Md. 21401

2. SECURED PARTY:

Name MARYLAND NATIONAL BANK

Address P. O. Box 987, Mailstop 509277 Baltimore, Md. 21203

Person and Address to whom Statement is to be returned if different from above.

Molly M. Carmody, A.V.P. Maryland National Bank 10 Light St., 29th Floor
Baltimore, Maryland 21202

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Records has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as all the collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required).
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

DEBTOR(S)

SECURED PARTY

MARYLAND NATIONAL BANK

By: Molly M. Carmody
Molly M. Carmody
Assistant Vice President/
Commercial Counsel

(Necessary only if Item 6 is applicable) Type name of each signature and if Company, type name of Company and Name and Title of Authorized Signer.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278811

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐This financing statement Dated 10/6/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Eastern Petroleum Corporation and Paceway Convenience Stores, Inc. Sch 01
Address 33 Hudson Street, Annapolis, MD 21401

2. SECURED PARTY

Name TransFinancial Leasing Corp.
The Steffey Bldg., Ste. 200B
Address 407 Crain Highway
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

TW

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EQUIPMENT LIST

EQUIPMENT LOCATION
Routes 450 & 424
Crofton, MD 21114CHECK ☐ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Eastern Petroleum Corporation

J. Kent McNew
(Signature of Debtor)X J. Kent McNew, President
Type or Print Above Signature on Above Line
Paceway Convenience Stores, Inc.X _____
(Signature of Debtor)X *J. Kent McNew*
Type or Print Above Signature on Above Line
J. Kent McNew, PRESIDENT

TransFinancial Leasing Corp.

Robert B. Murdock, Jr.
(Signature of Secured Party)

Robert B. Murdock, Jr. - VP-Finance

Type or Print Above Name on Above Line

Filed in Anne Arundel County

CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX

135

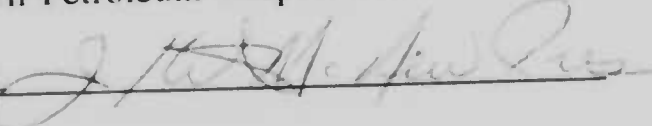
EASTERN PETROLEUM CORPORATION and
PACEWAY CONVENIENCE STORES, INC.

Page 1 of 2

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(3) Three	10,000 gallon Buflhide U.G. storage tanks, 96" dia., no straps
(1) One	2,000 gallon Buflhide U.G. storage tank, 64" dia., no straps
(4) Four	Gilbarco MPD-1 six hose multiproduct dispensers with painted canopy; OPW 11-B nozzles; safety breaks 3/4 x 3/4 swivels; shear valves
(1) One	TCRG console/printer combination
(1) One	Gilbarco Highline single suction pump with 11/A nozzle, swivel
(3) Three	Red jacket STP's with PLD leak detectors, control box 24" x 24" manhole
(1) One	Gilbarco tank monitor with printer & four probes
(4) Four	Dog bone islands - 9' long x 4' wide x 9" high, two ends to be 24" high
(4) Four	Gilbarco MPD dispenser boxes
(1) One	34' x 50' four column canopy; 2.5' fascia clearance 14.5', live load 30 psf, windload 100 mph., column spacing 15' x 26', anchor bolts, construction and permit drawing with 400 watt SMH canopy light fixtures, permits & decaling
(1) One	AVS coin operated air & vacuum machine painted
(4) Four	OPW spill containment manholes
(2) Two	4" Jereen pipe with cap and adapter
(2) Two	12" manholes
(4) Four	Locking caps and adapters
(3) Three	4" drop tubes
(3) Three	V/R adapters & cap
(3) Three	Extractor fitting with cap & float
(4) Four	24" x 24" manholes (tank greege)
(3) Three	2" x 24" flex connectors
(12) Twelve	1 1/2 x 24" flex connectors
(1) One	Vertical check valve
(4) Four	2" screen vents
(1) One	4" drop tube

Eastern Petroleum Corporation

BY: X 

TITLE: X _____

TransFinancial Leasing Corp.

BY: X 

TITLE: Robert B. Murdock, Jr. - VP Finance

Paceway Convenience Stores, Inc.

BY: X 

TITLE: X _____

EASTERN PETROLEUM CORPORATION and
PACEWAY CONVENIENCE STORES, INC.

Page 2 of 2

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) One	Suction pump for kerosene
(3) Three	3/4 HP submersible pumps complete
(4) Four	Monitor wells
(4) Four	Containment manholes
(4) Four	Tank monitors
(1) One	Intercom system
(1) One	75' x 55' x 8" concrete pad
(1) One	6' x 10' island house
(2) Two	Observation wells
(160 ft.)	
One hundred	
sixty feet	4" PVC pipes and fittings
(20 ft.)	
Twenty feet	3" PVC pipes and fittings
(150 ft.)	
One hundred	
fifty feet	2" PVC pipes and fittings
(3) Three	JR Smith floor drains with adjustable strainer
(1) One	Floor Sink
	Fiberglass piping, electric conduit, wiring, stage two vapor recovery piping, architectural, mechanical and electrical construction drawings. Also included, but not limited to all replacements, parts, repair, additions and attachments incorporated therein or affixed thereto now owned or hereafter acquired.

Eastern Petroleum Corporation

BY: X 

TITLE: X

TransFinancial Leasing Corp.

BY: X 

Robert B. Murdock, Jr. - VP Finance

TITLE: X

Paceway Convenience Stores, Inc.

BY: X 

TITLE: X

547 of 93

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

☐ (check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 264613 recorded in Liber 504 Folio 589 on 11-12-86 at Anne Arundel County

1. DEBTOR(S):	<u>Eastern Waste Industries, Inc.</u>
ADDRESS(ES):	<u>P.O. Box 6606</u> <u>Annapolis, MD 21401</u>
2. SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION:	<u>AARU</u>
ADDRESS: MAILSTOP	<u>500-270</u> Post Office Box 987, Baltimore, Maryland 21203
Person and Address to whom Statement is to be returned (if different from above): _____ _____	
Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)	
3. <input type="checkbox"/>	CONTINUATION. The original Financing Statement referred to above is still effective.
4. <input checked="" type="checkbox"/>	TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. <input type="checkbox"/>	ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. <input type="checkbox"/>	AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is a. <input type="checkbox"/> Not subject to Recordation Tax. b. <input type="checkbox"/> Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____
7. <input type="checkbox"/>	RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8.	_____

DEBTOR(S) _____
(Signature necessary only if Item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY: Maureen T. Konschnik (SEAL)
Maureen T. Konschnik
Vice President
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

158

547 94

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

☐ (check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 271079 recorded in Liber 521, Folio 357 on 12-29-87 at Anne Arundel County

1. DEBTOR(S): Eastern Waste Industries, Inc.

ADDRESS(ES): P.O. Box 6606

Annapolis, MD 21401-0606

2. SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION: AARU

ADDRESS: MAILSTOP: 500-270, Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3 ☐ CONTINUATION. The original Financing Statement referred to above is still effective.

4 ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5 ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6 ☐ AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:

a. ☐ Not subject to Recordation Tax.

b. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

7 ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8



DEBTOR(S): _____
(Signature necessary only if ITEM 6 IS APPLICABLE)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY: Maureen T. Konschnik (SEAL)

Maureen T. Konschnik
Vice President

(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

158

547 95

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

☐ (check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 245981 recorded in Liber 458 Folio 382 on 1-25-83 at Anne Arundel County

1. DEBTOR(S):	<u>Refuse Removers, Inc.</u>
ADDRESS(ES):	<u>308 Chinaquapin Road Road, P.O. Box 167</u> <u>Annapolis, MD 21401</u>
2. SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION	<u>AARU</u>
ADDRESS MAILSTOP:	<u>500-270</u> Post Office Box 987, Baltimore, Maryland 21203
Person and Address to whom Statement is to be returned (if different from above): _____ _____ _____	
Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)	
3. <input type="checkbox"/>	CONTINUATION. The original Financing Statement referred to above is still effective.
4. <input checked="" type="checkbox"/>	TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. <input type="checkbox"/>	ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. <input type="checkbox"/>	AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is: a. <input type="checkbox"/> Not subject to Recordation Tax. b. <input type="checkbox"/> Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.
7. <input type="checkbox"/>	RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8.	_____ <div style="text-align: right;">J. F. CLEM</div>

DEBTOR(S) _____
(Signature necessary only if Item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY Maureen T. Konschnik (SEAL)

Maureen T. Konschnik
Vice President

(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

1550

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE☐ (check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 252239 recorded in Liber 473 Folio 571 on 6-7-84 at Anne Arundel County

1 DEBTOR(S) Refuse Removers, Inc.ADDRESS(ES) Chinquapin RD, P.O. Box 167Annapolis, MD 214012 SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION: AARUADDRESS: MAILSTOP: 500-270 Post Office Box 987, Baltimore, Maryland 21203Person and Address to whom Statement is to be returned (if different from above):

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
- a. ☐ Not subject to Recordation Tax.
- b. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

DEBTOR(S) _____
(Signature necessary only if Item 6 is applicable)

BY _____ (SEAL)

BY _____ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer

SECURED PARTY: Maryland National Bank

BY Maureen T. Konschnik (SEAL)Maureen T. KonschnikVice President
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

STATE OF MARYLAND: 547 97

FINANCING STATEMENT FORM UCC-1

Identifying Fil

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐ 278812

This financing statement Dated Sept. 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Transamine Corporation, c/o Cox Creek Refinery
Address P.O. Box 3407, Fort Smallwood & Kembo Roads, Baltimore, MD 21226

2. SECURED PARTY

Name Banque Francaise du Commerce Extérieur
Address 645 Fifth Avenue
New York, New York 10022
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Attached Schedule

Name and address of Assignee

filed with Anne Arundel County

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Transamine Corporation

By:

A. Adamian
(Signature of Debtor)

A. ADAMIAN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Banque Francaise du Commerce Extérieur

By: L. de Belle Garde
(Signature of Secured Party)

L. de BELLE GARDE KEVIN C. DOLAN
Type or Print Above Signature on Above Line

11.6

517 MAY 98

Schedule

to

Uniform Commercial Code-Financing Statement-Form UCC-1

Debtor

Transamine Corporation
c/o Cox Creek Refinery
P.O. Box 3407
Fort Smallwood & Kembo Roads
Baltimore, MD 21226

Secured Party

Banque Francaise du Commerce Exterieur
645 Fifth Avenue
New York, New York 10022

Continuation of Description of Property:

All sums which now or hereafter may become due and payable to Transamine Corporation pursuant to purchase contract #PC032 between Cox Creek Refining Company and Transamine Corporation, whereby Cox Creek Refining Company agreed to purchase 2,000 MT and 1,000 MT of electrolytic copper cathodes from Transamine Corporation including any amendments, modifications, and extensions to the contract. All proceeds pertaining to the foregoing.

All books and recording pertaining to the foregoing.

270813

547 99

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated September 25, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR 6721

Name General Elevator Company, IncorporatedAddress 601 Nursery Road Linthicum Heights, MD 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.Address 133 Defense Hwy., Suite 106 Annapolis, MD 21401

RECORD FEE 11.00

POSTAGE .50

#480620 0777 R03 T10:46

10/13/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Person And Address To Whom Statement is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto and made a part hereof

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY

☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

[Signature] CPA MIS Director
(Signature of Debtor)

David A. Quaranta CPA MIS Director
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] Treasurer
(Signature of Secured Party)

[Signature]
Type or Print Above Signature on Above Line

115

EXHIBIT A

Description of Equipment

One (1) 011006 *(2) MOD 30 286 (512K, 1.44DD) s/n 7416498DTF0
 One (1) 030844 Color Display 12in (8513) s/n(s): 0633290DTF0
 One (1) 060881 0.5MB MEM 30-286 SYBD F/0608
 One (1) 055221 20MB INT HD PS/2 30-286
 One (1) 200821 EA (5) DOS 3.3 IBM

General Elevator Company, Incorporated

Type Full Legal Company Name

[Signature] *[Signature]*

Signature

Print Name

Signature

Print Name

Mrs Director

Title

Title

September 25, 1989

Date

Date

547 101
278814

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated September 25, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR 6722

Name General Elevator Company, Incorporated

Address 601 Nursery Road Linthicum Heights, MD 21090

RECORD FEE 11.00
FILING FEE .50
#480630 0777 R03 110:46
10/13/89
H. ERLE SCHAFER
C.D. CIRCUIT COURT

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., Suite 106 Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto and made a part hereof

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

[Signature] MIS Director
(Signature of Debtor)

David A. Curran, CPA MIS Director
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] Treasurer
(Signature of Secured Party)

Thomas E. Myers
Type or Print Above Signature on Above Line

1150

EXHIBIT A

Description of Equipment

- One (1) UAT-32 Key Service Unit #10830
- One (1) UAT-32 Power Supply #15120A -
- One (1) UAT-32 Power Supply Cable #10821
- One (1) C-CPU-C II Central Processor #10967
- One (1) C-TSU-A tone Card #10855
- Two (2) C-COU-A Line Card (4 circuit) #10835
- Three (3) C-STU-A Station Card (4 cct) #10825
- Eleven (11) UAT-32 BLF Key Telephone #10838
- Four (4) C-SPDU-A Speakerphone Module #10812
- One (1) UAT-64 BLF Display Telephone 10868E
- One (1) 439 Surge Protector ZSP-60096

General Elevator Company, Incorporated			
Type Full Legal Company Name			
Signature	Print Name	Signature	Print Name
<i>[Signature]</i>	David A. Warrant		
Title		Title	
Mis Director			
Date		Date	
September 25, 1989			

278815

547 ME103

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name O'Brien Home Sales, Inc.Address Box 147-A1 Hwy 925 S, Waldorf, MD 20602

2. SECURED PARTY

Name Diversified Leasing, Inc.Address 133 Defense Hwy., Suite 106Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A attached hereto and made hereof.

RECORD FEE	11.00
NAME AND ADDRESS OF ASSIGNEE	
SEARCHED	INDEXED
SERIALIZED	FILED
#480840 0777 R03 110:47	
10/13/89	
H. ERLE SCHAFER	
HA CO. CIRCUIT COURT	

CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY.

☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

T. NGUYEN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Thomas E. Myers
Type or Print Above Signature on Above Line

11/8

EXHIBIT A

Description of Equipment

(*) Seven (7) SI EN 2440 Blk #000007001
 (*) Seven (7) DL-2440 wal #000002542
 (*) Twelve (12) GO 55S blk 1705/0305 Wash. steno chair #218809022
 (*) Two (2) NA 39-IB-41IM12 mah #000006769
 (*) Two (2) NA 39-IT-42IM12 mah #000006750
 (*) Two (2) IN 1451 BEI 5 dr. 28" deep legal/clay #340025032
 (*) Six (6) WII 6300 IA 13-172-16 Taylor side chair mah #217112125
 (*) One (1) EII 631 Tau 13-172-16 Taylor LB exe chair mah #217112113
 (***) One (1) SI SF427 Pul 4-dr legal file putty #340020278
 (*) One (1) Toshiba Strata XII System
 (*) One (1) KSU 804
 (*) Eleven (11) UST 1025 BIS phones
 (*) Two (2) UST 1025 LCD phones
 (***) Two (2) GO 98S Mau 4537 Morgan operators chair pu #230036020

Equipment Locations:

Rt. 2 Box 62 No. Indian Creek (*)
 Charlotte Hall, MD

 Rt. 3, Festival Shopping Mall (**)
 Waldorf, MD 20601

 2191 Defense Hwy., #104
 Crofton, MD 21112 (***)

O'Brien Home Sales, Inc.

Type Full Legal Company Name

Signature

T. NGUYEN

Print Name

Signature

Print Name

Title

Title

September 10, 1989

Date

Date

278816

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Hardy, Alvin Hardy, Anne Marie 2524 Symphony Gambrills, MD 21054	Kayak Mfg. Corp. 325 Harlem Rd. West Seneca NY 14224	RECORD FEE 12.00 POSTAGE .50 #480660 0777 R03 T10148 10/13/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property:		5. Assignee(s) of Secured Party and Address(es)
20 x 12 Kayak Award Winning Pool MC - 215-38-1168 MS - 218-48-6003		Second Federal Funding P.O. Box 4112 Buffalo, NY 14240
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)		
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected		
Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented		
Filed with		

By Alvin Hardy
Anne Marie Hardy
 Signature(s) of Debtor(s)

Kayak Mfg. Corp.
 By Denise Brake
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

(1) Filing Officer Copy - Alphabetical

FINANCING STATEMENT FORM UCC

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax
indicate amount of taxable debt here. \$ _____ -0-

If this statement is to be recorded
in land records check here ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name PMA Associates, Inc.
Address 326 First Street, Annapolis MD 21403

2. SECURED PARTY

Name ITT COMMERCIAL FINANCE CORP.
Address P.O. BOX 489
COLUMBIA, MD 21045
Person And Address To Whom Statement Is To Be Returned If Different From Above:

RECORD FEE 11.00
POSTAGE .50
#95061V 6/11 R03 110148
10/13/89
H. PALE SCHAFER
AR CO. CREDIT DEPT

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

ALL INVENTORY, ACCOUNTS, CONTRACT RIGHTS, CHATTEL PAPER, INSTRUMENTS, DOCUMENTS OF TITLE, DEPOSIT
ACCOUNTS AND GENERAL INTANGIBLES, WHETHER NOW OWNED OR HEREAFTER ACQUIRED AND ALL ATTACHMENTS,
ACCESSORIES, ACCESSIONS, SUBSTITUTIONS AND REPLACEMENTS THERETO, AND ALL PROCEEDS THEREOF. ALL AC-
COUNTS, CONTRACT RIGHTS, CHATTEL PAPER, INSTRUMENTS, RESERVES AND GENERAL INTANGIBLES, OWNED BY
OR DUE DEBTOR, NOW OR IN THE FUTURE, HOWEVER THEY MAY BE DUE DEBTOR, AND WHEREVER LOCATED, AND
ALL PROCEEDS AND PRODUCTS THEREOF. ALL REBATES, DISCOUNTS, CREDITS AND INCENTIVE PAYMENTS, NOW OR
HEREAFTER DUE DEBTOR RELATING TO ANY INVENTORY AND ALL PROCEEDS THEREOF.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed
to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

PMA Associates, Inc.
Arthur Lilly
(Signature of Debtor)

Arthur Lilly
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ITT COMMERCIAL FINANCE CORP.

Michael S. McKeon
(Signature of Secured Party)

Michael S. McKeon
Type or Print Above Signature on Above Line

547 107

278818

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3. Maturity date (if any)
1. Debtor(s) (Last Name First) and address(es) ARINC Research Corporation 2551 Riva Road Annapolis, MD 21401	2. Secured Party(ies) and address(es) Business Leasing Assoc., Inc. 1522 King Street Alexandria, VA 22314	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #480650 1/17/89 R03 110:49 10/13/89 H. ERLE SCHAFER HA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: Lease # 8909014 See Attached List		5. Assignee(s) of Secured Party and Address(es) Philip F. Alsop 204 N. Nottingham Street Arlington, Virginia 22203

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)	Filed with:
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected Check <input checked="" type="checkbox"/> if covered <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented	
ARINC Research Corporation By: <u>WILLIAM A. KIEHL</u> of Debtor(s)	Business Leasing Assoc., Inc. By: <u>Charles A. White, Jr.</u> VP, Admin.

(1) Filing Officer Copy - Alphabetical

STANDARD FORM 9 FORM UCC-1.

547 108

Addendum to Lease #8909014, (September 21, 1989) UCC Financing Statement and
Delivery and Acceptance between Business Leasing Associates, Inc. and ARINC
Research Corporation, Inc.

Corrected 9/25/89

<u>Quantity</u>	<u>Equipment</u>	<u>Serial Numbers</u>
1	Compaq Deskpro 386S, Model 84	
1	80386SX Processor, 16 MHz	
1	MB Memory, 4MB Memory Model	
1	5.25" MB Disk Drive	
1	84 MB Hard Drive	
1	VGA Adapter	
1	Keyboard	
1	Compaq 14" VGA Color Monitor	
1	Compaq DOS 3.3	
1	Compaq 1 MB Memory Board	
1	Hewlett Packard Laserjet II	
1	Hewlett Packard Toner Cartridge	
1	6 foot printer cable	
1	Hewlett Packard Scanjet + 1/F for PC	
1	Hewlett Packard Scanjet Plus	
1	Compaq 40 MB Tape Backup	
1	Hayes 2400 Baud External Modem	
1	APC UPS 450AT+	
1	Omnipager s/n and Board	

TOTAL:

\$11,729.00

ARINC Research Corporation

X DA Palmer for
William Kiedl
Manager of Purchases and Contracts

STATE OF MARYLAND

547 109

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253479

RECORDED IN LIBER 477 FOLIO 42 ON 8-21-84 (DATE)

1. DEBTOR

Name C & L Cycle Shop, Inc.
Address 5820 Ritchie Hwy., Brooklyn Park, MD 21225

2. SECURED PARTY

Name ITT Commercial Finance Corp.
Address Suite 217--One Cherry Hill, Cherry Hill, NJ 08034

3. Maturity date of obligation (if any)

RECORD FEE 10.00

Person And Address To Whom Statement Is To Be Returned If Different From Above 10/13/89

H. ERNE SCHAFER
HA LG. CIRCUIT COURTCHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

AMENDMENT

To amend debtors address to add: "plus any and all locations".
To amend secured parties address to: PO Box 1587, Voorhees, NJ 08043

" C & L Cycle Shop, Inc.

By: William Ferrara

Title: Duly Authorized Attorney-In-Fact."

X William FerraraDated 8-17-89William Ferrara
(Signature of Secured Party)WILLIAM FERRARA

Type or Print Above Name on Above Line

278849

547 110

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax. Principal Amount is \$ 50,000.00
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
Triangle General Contractors, Inc.
(Name)
7504 Connelley Drive, Suite L
(Address)
Hanover, Maryland 21076

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
Attn: Nicholas Lambrow
(Name of Loan Officer)
18 West Street
(Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

1989 Alban Tractor 931-C Track Loader with 4-1 Bucket Backhoe #2BJ00200

RECORDING FEE 11.00
RECORDING TAX 330.00
POSTAGE .50
3400/10 CITY ROS 110:51
10/13/89
H. LALL SCHAFER
AR CO. CIRCUIT COURT

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor:

3. ☐ Products of the collateral are also specifically covered

4. Mr. Clerk Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)
Triangle General Contractors, Inc. (Seal)
(Signature)
Jack J. Leone, President
(Print or Type Name)

DEBTOR (OR ASSIGNOR)
(Seal)
(Seal)
(Signature)
(Print or Type Name)

350
2

278850

547 111

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Rose Helen Louke
Charles D. Louke

Mailing Address

7959 Telegraph Road #36
Severn, Maryland 21144

SECURED PARTY (Dealer)

The Bank of Baltimore
205 W. Centre Street
Baltimore, Maryland 21201

ASSIGNEE (Bank)

THE BANK OF BALTIMORE
(Assignee)

Address: P.O. Box 896
Baltimore, Maryland 21203

1. This financing statement covers the following types (or items) of property (the collateral).
1979 Lincoln Park LPI 575
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to Assignee named above at the address stated.

DEBTOR:

Rose Helen Louke
Charles D. Louke

SECURED PARTY:

BY: Helena S. Ostrowski

THE BANK OF BALTIMORE

Note: The Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and The Bank of Baltimore which has been assigned to The Bank of Baltimore.

1255

547 112 278851

AA Co
C-02-07487-0

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Doran, Mark D. T/A Doran's Trucking & Diesel Repair
Address 9244 Ft. Smallwood Road Pasadena, MD 21122

2. SECURED PARTY

Name Beltway International Trucks, Inc.
Address 1800 Sulphur Spring Road Baltimore, MD 21227
Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
Orix Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

RECORD FEE 14.00

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

Mark D. Doran T/A Doran's Trucking & Diesel Repair

Mark D. Doran
(Signature of Debtor)

Mark D. Doran, owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

John M. Mccray
(Signature of Secured Party)

John Mccray, Pres
Type or Print Above Signature on Above Line

CONDITIONAL SALE CONTRACT NOTE

Mark D. Doran T/A

TO: Beltway International Trucks, Inc.

FROM: Doran's Trucking & Diesel Repair

1800 Sulphur Spring Road Baltimore, MD 21227

9244 Ft. Smallwood Road Pasadena, MD 21122

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):
Two (2) 1986 White Model WIM64T
Conventional Tractors, S/N's
1WUUYDCJG8GN107338, 1WUUYDCJG5GN107331
W/42" sleeper & 400 cummins engine
**See Schedule "A" attached hereto and made a part hereof for payment schedule.

(1) TIME SALES PRICE \$ 85,518.66
(2) Less DOWN PAYMENT in Cash \$ 2,000.00
(3) Less DOWN PAYMENT IN GOODS
*(Trade-In Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 83,518.66
Record Owner of Real Estate:

*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

9244 Ft. Smallwood Road

Pasadena

Anne Arundel

Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eighty three thousand five hundred eighteen and 68/100 ***** Dollars (\$ 83,518.68) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 3rd day of November 19 89, and continuing on the same date each month thereafter until paid; the first ** installments each being in the amount of \$ ** and the final installment being in the amount of \$ ** with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: October 3 19 89

BUYER(S)-MAKER(S):

Accepted, Beltway International Trucks, Inc. (SEAL)

Mark D. Doran T/A (SEAL)

By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature)

By: Mark D. Doran
Co-Buyer-Maker: (SEAL)
(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(L.S.)

(L.S.)

(Guarantor-Endorser)

(Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York. Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless, that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossession and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date:

October 3, 1989

Beltway International Trucks, Inc. (SEAL)

(Corporate Partnership or Individual Name or Individual Signature)

By:

Signature, Title of Officer, "Partner" or "Proprietor"

Signature of Seller

(Witness)

547 115

To Be Recorded:
X Chattel Records of Anne
Arundel County
- State Department of
Assessments and
Taxation

Not Subject to Recording Tax

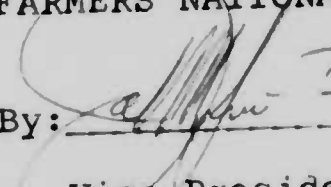
270637

PARTIAL RELEASE OF
FINANCING STATEMENT
(Maryland-U.C.C.-1)

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING
FILE NO. 248353 RECORDED IN LIBER 464 FOLIO 185 ON
July 28, 1983 (DATE)

1. DEBTOR: Arnold C. Gay Yacht Yard, Inc.
1 Shipwright Street
Annapolis, MD 21401
2. SECURED PARTY: Farmers National Bank
Church Circle
Annapolis, MD 21401
3. MATURITY DATE OF OBLIGATION: July 27, 1995.
4. From the collateral described in the Financing Statement
bearing the file number shown above, the Secured Party
releases the following:
 - a. 1 - 34 foot Tartan Boat
Hull No. 109
Eng. No. Yanmar Deisel No. 3GM30F06810
 - b. 1 - 41 foot Tartan Boat
Hull No. 12
Eng. No. Universal Engine No. 50-400759

SECURED PARTY:
FARMERS NATIONAL BANK

By: 
Vice President

Date: September 28, 1989

TO FILING OFFICER: After this Statement has been recorded,
please return to:

THE ANNAPOLIS BANKING AND TRUST COMPANY
Church Circle
Annapolis, MD 21401
Attn: Ernest Amadio

154

278852

547 116

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐This financing statement Dated 9-14-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Advance Rental, Inc.Address 1515 Forest Dr. - Annapolis, MD 21403

2. SECURED PARTY

Name WCI Acceptance CorporationAddress 6100 Channingway Blvd. Suite 307Columbus, OH 43232

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) NONE

4. This financing statement covers the following types (or items) of property: (list)

All of the following types of goods held for sale or lease by debtor consisting of, but not limited to, new radios, tape recorders, tape players, phonographs, Hi-Fi and stereo components and consoles, home entertainment centers, televisions, washers, dryers, refrigerators, freezers, stoves, ranges, microwave ovens, dishwashers, garbage disposals, trash compactors, humidifiers, air conditioners and the like, including accessories and all equipment used or intended to be used in conjunction with any of the foregoing, acquired by debtor from Almo Distributing Company.

Not subject to recordation fees.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Francis X. Brewis, Jr.
(Signature of Debtor)

Francis X. Brewis, Jr. - President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Francis J. Marchese
(Signature of Secured Party)

WCI Acceptance Corporation
Type or Print Above Name on Above Line

Francis J. Marchese, Agent

RETURN TO:

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

AUG 20 1989

106926307

547-117

not used

10-13-89

278853

547 118

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Maryland Interiors, Inc. 844 Ritchie Highway Severna Park, Maryland 21146	2. Secured Party(ies) and address(es) First American Bank, N.A. 740 15th Street, N.W. Washington, D.C. 20005	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECEIVED JUL 11 1983 10:00 AM BY JILL SCHAFER ANNE ARUNDEL COUNTY
--	---	---

4. This financing statement covers the following types (or items) of property:
All inventory, all equipment, all accounts, all fixtures, instruments, chattel paper, documents, general intangibles, (including, without limitation all trade names, permits, licenses, and franchises) and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired.
Not subject to tax.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered; ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of the Circuit Court of Anne Arundel County, Maryland

Maryland Interiors, Inc. First American Bank, N.A.

By: Kenneth E. Noland By: Steven C. Hebrank
Kenneth E. Noland, President Steven C. Hebrank, Vice President

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

547 p. 119



547 120

278835

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
Washington Beltway West,
Inc.
416 Elden Street
Herndon, Virginia 22070

2. Secured Party(ies) and address(es)
First American Bank, N.A.
740 15th Street, N.W.
Washington, D.C. 20005



RECEIVED
FEB 14 1984
BY: EMIL SCHAFER
ARL. CO. CLERK OF COURT

4. This financing statement covers the following types (or items) of property:
All inventory, all equipment, all accounts, all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation all trade names, permits, licenses, and franchises) and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired.
Not subject to tax.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of the Circuit Court of Anne Arundel County, Maryland

Washington Beltway West, Inc.

First American Bank, N.A.

By:

Kenneth E. Noland
Kenneth E. Noland, President

By:

Steven C. Hebrank
Signature(s) of Secured Party(ies)

Steven C. Hebrank, Vice President

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1
Anne Arundel
Identifying File

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ *

If this statement is to be recorded in land records check here. ☐

This financing statement Dated Sept. 28, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. * Recordation Tax Paid at SDAT

1. DEBTOR

Name See Attachment "A" 278856
Address

2. SECURED PARTY

Name B. Green & Company, Inc.
Address 3601 Washington Blvd.
Baltimore, Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) March 1, 1997

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

See Attachment "B"

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- ☒ (Proceeds of collateral are also covered)
- ☒ (Products of collateral are also covered)

(Signature of Debtor)
See Attachment "C"
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

B. GREEN & COMPANY, INC.
Bruce Green
(Signature of Secured Party)

By: President
Type or Print Above Signature on Above Line

19-50

547 122

ATTACHMENT "A"

Item 1 (Names of Debtors):

1. Farm Fresh Supermarkets of Maryland, Inc.
2. The Perry Hall Corporation
3. Beckenheimer's, Inc.

(Address of Debtors):

6 Hammonds Lane
Baltimore, Maryland 21225
(Anne Arundel County)

5628f

517-123

ATTACHMENT "B"

Item 4 (Property):

All of Debtors' now existing and hereafter acquired or arising tangible and intangible assets and property, wherever located, including but not limited to: inventory, goods, merchandise, work-in-progress, materials, tools, equipment, fixtures, machinery, furniture, vehicles, parts, supplies, accounts, instruments, documents, credits, rights to tax refunds, accounts receivable, chattel paper, contract rights and general intangibles, together with all increases, replacements, improvements, additions and substitutions thereto and all cash and non-cash proceeds thereof (including without limitation insurance proceeds) and all earnings, revenues, rents, issues, profits and other income of Debtors, wherever located.

5628f

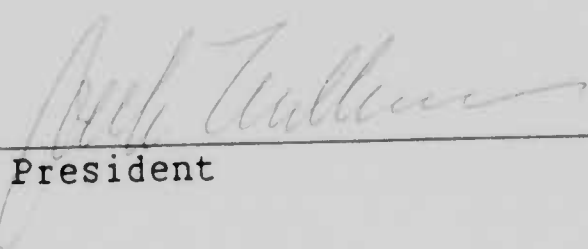
EX. 547 WE 124

ATTACHMENT "C"

Signature of Debtors

Farm Fresh Supermarkets of Maryland, Inc.
The Perry Hall Corporation
Beckenheimer's, Inc.

By:


President

5629f

547 125

278857

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional
Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es):

E.A. & J.O. Crandell, Inc.
733 Crandell Road
West River MD 20778
M-35202A

(2) Secured Party(ies) (Name(s) And Address(es))

Alban Tractor Co Inc.
P.O. Box 9595
Baltimore MD 21237

(3) (a) ☐ Collateral is or includes fixtures.
(b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) ☐ Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For
Filing
Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Integrated Tool Carrier IT28B S/N:1HF01312

NOT SUBJECT TO RECORDATION TAX

☐ Products of the Collateral Are Also Covered.

☒ Signatures: Debtor(s)

E.A. & J.O. Crandell, Inc.

(By) Charles A. Crandell Treasurer
Standard Form Approved by N.C. Sec. of State
and other states shown above.

Alban Tractor Co Inc.

(By) [Signature]

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒

☐ Collateral Is Brought Into This State
☐ Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

547 126

278858

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional
Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es):

Reliable Contracting Co., Inc.
1 Churchview Dr
Milelrsville, MD 211108
M-35197-1

(2) Secured Party(ies) (Name(s) And Address(es))

Alban Tractor Co., Inc.
P. O. Box 9595
Baltimore, MD 21237

(3) (a) ☐ Collateral is or includes fixtures.
(b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) ☐ Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For
Filing
Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #615C Tractor S/N 5TF00235
One (1) Caterpillar Model #615 Scraper S/N 2XG00228

NOT SUBJECT TO RECORDATION TAX

☒ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Secured Party(ies) [or Assignees]

Reliable Contracting Co., Inc.

Alban Tractor Co., Inc.

(By) John G. Baldwin V.P. (By)

Standard Form Approved by N.C. Sec. of State
and other states shown above.

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒

☐ Collateral Is Brought Into This State
☐ Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

REORDER FROM
Registre, Inc.
 514 PIERCE ST.
 ANOKA, MN. 55303
 (612) 421-1713

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extraneous.
6. At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
 ANNAPOLIS CONVALESCENT CENTER
 900 VAN BUREN STREET
 ANNAPOLIS, MD 21403

2. Secured Party(ies) and address(es)
 AUTOMATED LAUNDRY SYSTEMS,
 1518-36 WEST BALTIMORE ST.
 BALTIMORE, MD 21223

For Filing Officer (Date, Time, and Filing Office)
 INC.

278859

4. This financing statement covers the following types (or items) of property:

1 Wascomat Washer/Extractor Model W-184
 \$3,000.00 VALUE

5. Assignee(s) of Secured Party and Address(es)



This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: Sylvia Francis, Pres
 Signature(s) of Debtor(s)

SYLVIA FRANCIS, PRESIDENT
 (1) Filing Officer Copy - Alphabetical

By: Howard Katz, Vice President
 Signature(s) of Secured Party(ies)

HOWARD KATZ, VICE PRESIDENT

STANDARD FORM - FORM UCC-1.

11/5
 2100
 150

STATE OF FLORIDA
UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981
THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

DEBTOR (Last Name First if a Person)		THIS SPACE FOR USE OF FILING OFFICER	
NAME		Date, Time, Number & Filing Office	
1A	GRIEVE, SCOTT	278860 547 128	
MAILING ADDRESS 391 HOLLY TRAIL			
CITY CROWNVILLE	STATE MD. 21032		
MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)			
NAME			
1B	GRIEVE, SUSAN R.		
MAILING ADDRESS 391 HOLLY TRAIL			
CITY CROWNVILLE	STATE MD. 21032		
MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)			
NAME			
1C			
MAILING ADDRESS			
CITY		STATE	
SECURED PARTY (Last Name First if a Person)			
NAME ANACAPRI MARINE, INC			
2A	MAILING ADDRESS 3660 NW 41 ST.		
CITY MIAMI	STATE FL. 33142		
MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)			
NAME			
2B	MAILING ADDRESS		
CITY		STATE	
ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)		AUDIT	
NAME MARINE MIDLAND SER. CORP.		UPDATE	
3	MAILING ADDRESS P.O. BOX 4027		
CITY BUFFALO		STATE N.Y. 14240	
CITY		STATE	
4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required). If more space is required, attach additional sheets 8 1/2" x 11"			
1989 SPORTCRAFT 1900 CC 18' 9" SCR85106H889			
1989 OMC 115 R1518533			
1989 ROCKET 08002489V8			
5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.		7. No. of additional Sheets presented	
6. Filed with COUNTY			
8. (Check <input checked="" type="checkbox"/>) All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid			
<input type="checkbox"/> Florida Documentary Stamp Tax is not required			
9. This statement is filed without the debtor's signature to perfect a security interest in collateral (Check <input type="checkbox"/> if so)			
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state			
<input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected			
<input type="checkbox"/> as to which the filing has lapsed			
<input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the			
<input type="checkbox"/> debtor or <input type="checkbox"/> secured party			
10. (Check <input type="checkbox"/> if so)		11. SIGNATURE(S) OF DEBTOR(S)	
<input type="checkbox"/> Debtor is a transmitting utility		Scott Grieve	
<input type="checkbox"/> Products of collateral are covered		Susan R. Grieve	
		Anacapri Marine, Inc.	
		3660 NW 41 ST.	
		MIAMI, FL. 33142	
12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE			
13. Return copy to			
NAME MARINE MIDLAND SERVICES CORP.			
ADDRESS P.O. BOX 2017			
CITY BUFFALO, NEW YORK 14240			
STATE		ZIP CODE	

STANDARD FORM — FORM UCC-1

Approved by Secretary of State, State of Florida

FILING OFFICER COPY

FINANCING STATEMENT FORM UCC-1

Identifyin

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$100,000*

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Clerk of Circuit Court, Anne Arundel County, Maryland

1. DEBTOR

Name TELENOVA DISTRIBUTION COMPANY, INC.
Address 15000 Commerce Parkway, Mt. Laurel, New Jersey 08054

2. SECURED PARTY

Name CONGRESS FINANCIAL CORPORATION
Address 1133 Avenue of the Americas, New York, New York 10036

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of Debtor's now owned and hereafter acquired accounts, contract rights, general intangibles, chattel paper, instruments, documents, inventory, equipment, fixtures and other property, including, without limitation, the property described on the Rider annexed hereto, and the proceeds and products of any and all of the foregoing.

This financing statement is filed without prejudice to any existing financing statement of record by Debtor in favor of Secured Party.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

TELENOVA DISTRIBUTION COMPANY, INC.

By: Kristin T. McIlvaine 9/21/89

(Signature of Debtor)

KRISTIN T. McILVAINE

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ASSISTANT SECRETARY

CONGRESS FINANCIAL CORPORATION

By: Bernice Reich AVP

(Signature of Secured Party)

Bernice Reich Asst V.P.

Type or Print Above Signature on Above Line

* The amount of taxable indebtedness which by any contingency may be secured by that collateral located within the State of Maryland pursuant to this financing statement which is subject to recordation tax of ONE HUNDRED THOUSAND DOLLARS (\$100,000), which amount is not a representation of the actual amount of indebtedness at any time owing by Debtor to Secured Party and is not a representation as to the nature or extent of Secured Party's security interests. THREE HUNDRED and THIRTY DOLLARS (\$330) recordation tax paid to State Department of Assessments and Taxation. Financing Statements being filed with Maryland Department of Assessments and Taxation and the Clerk of the Circuit Court of Anne Arundel County and Baltimore City.

135

547-130

RIDER TO
UCC-1 FINANCING STATEMENT
between

DEBTOR: TELENOVA DISTRIBUTION COMPANY, INC.
and

- SECURED PARTY: CONGRESS FINANCIAL CORPORATION

This financing statement covers the following types (or items) of property of Debtor:

(a) all present and future: (i) Accounts, Contract Rights, General Intangibles, Chattel Paper, Documents and Instruments (including, without limitation, all obligations for the payment of money arising out of the sale, lease or other disposition of goods or other property or rendition of services); (ii) all monies, securities and other property and the proceeds thereof, now or hereafter held or received by, or in transit to, Secured Party from or for Debtor, whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all of Debtor's deposits (general or special), balances, sums and credits with Secured Party at any time existing; (iii) all right, title and interest, and all enforcement and other rights, remedies, and security and liens, in, to and in respect of the Accounts, Contract Rights, General Intangibles, Chattel Paper, Documents and Instruments and other collateral, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, Contract Rights, General Intangibles, Chattel Paper, Documents and Instruments or other collateral, including, without limitation, all returned, reclaimed or repossessed goods; (iv) all deposit accounts; and (v) all other General Intangibles of every kind and description, including, without limitation, (A) trade names and trademarks, and the goodwill of the business symbolized thereby, (B) patents, (C) copyrights, (D) licenses, and (E) Federal, State and local tax refund claims of all kinds;

(b) all now owned and hereafter acquired: Inventory, including, without limitation, all raw materials, work-in-process, finished goods and all other Inventory of whatsoever kind, nature or description, and all wrapping, packaging, advertising, shipping materials and all other goods consumed in Debtor's business, and all labels and other devices, names or marks affixed to or to be affixed thereto for purposes of selling or identifying the same or the seller, manufacturer, lessor or licensor thereof and all right, title and interest therein and thereto, wherever located;

(c) all now owned and hereafter acquired: Equipment and Fixtures, including, without limitation, any and all machinery, computers and computer hardware, vehicles, tools, dies, jigs, furniture and trade fixtures, all attachments, accessions and property now or hereafter affixed thereto or used in connection therewith and substitutions and replacements thereof, -wherever located;

(d) all present and future: books, records, documents, other property and General Intangibles relating to any of the above, together with the file cabinets or containers in which the foregoing are stored; and

(e) all Products and Proceeds of the foregoing, in any form, including, without limitation, any insurance proceeds and any claims against third parties for loss or damage to or destruction of any or all of the foregoing.

All capitalized terms used above shall have the meanings set forth in the Uniform Commercial Code, unless otherwise defined herein.

LMB68/R11b/bdl

517-132

278837

FINANCING STATEMENT

File Number _____

Name of Debtor: DUNDICS' ENTERPRISES, INC.

Address: 2448 Holly Avenue, Suite 200
Annapolis, MD. 21401

Secured Party: AMERICAN SYSTEMS CORPORATION

Address: 14200 Park Meadow Drive
Chantilly, VA. 22021

This financing statement covers the following property:

1. All tangible and intangible assets of DUNDICS' ENTERPRISES, INC.
2. Proceeds are also to be covered.



DUNDICS' ENTERPRISES, INC.

Marton Dundics
By: Marton Dundics, President

AMERICAN SYSTEMS CORPORATION

Mark J. Schuler
By: Mark J. Schuler,
Assistant Secretary

FINANCING STATEMENT FORM UCC-1

Identifying File No. -

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 10/6/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name U.S. NAVAL INSTITUTEAddress 2062 GENERALS HIGHWAY ANNAPOLIS, MD 21402

2. SECURED PARTY

Name Decision Data Computer CorporationAddress One Progress Avenue Horsham, PA 19044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

(25) 3596-21
122 KB
AND INCLUDING ALL REPLACEMENT EQUIPMENT
AGT. 824.724.08.011
10/6/89 3 yrs. Clerk of Circuit Court of Anne Arundel

Name and address of Assignee:

CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

Vincent M. Dadamo, Atty-in-Fact
(Signature of Debtor)
VINCENT M. DADAMO, ATTY-IN-FACT
c/o Decision Data Computer Corporation
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joel F. Sussman, Treasurer
(Signature of Secured Party)
Joel F. Sussman, Treasurer
Decision Data Computer Corporation

Type or Print Above Signature on Above Line

135

LEASE/PURCHASE AGREEMENT

TO: DECISION DATA COMPUTER CORPORATION

AGREEMENT NO.: 805-185-71-036

BRANCH OFFICE ADDRESS:

BRANCH OFFICE NO.: 805

6440 DOBBS ROAD
SUITE 18
COLUMBIA, MD. 21045

CUSTOMER NO.: 16364-0000

NAME AND ADDRESS OF PURCHASER:
U.S. NAVAL INSTITUTE

2062 GENERALS HIGHWAY
ANNEAPOLIS, MD. 21401

The Purchaser agrees to purchase at the prices specified below and Decision Data Computer Corporation (Decision Data) by its acceptance of this Agreement by signature at its Home Office agrees to sell, on the following terms and conditions, the Equipment and features (called Equipment) listed below.

EQUIPMENT TYPE/FEATURE	QTY.	PURCHASE PRICE			INSTALLMENT PURCHASE MONTHLY CHARGE		NO. OF MONTHLY PAYMENTS	INSTALLMENT PURCHASE PRICE	
		PER UNIT		TOTAL	PER UNIT	TOTAL		PER UNIT	TOTAL
		LIST (C)	QTY. PRICE (D)	QTY. PRICE (E)	(F)	(G)		(I)	(J)
3596-21	25	1195	747	18725					
Less Down Payment				= 2,215					
Amount Financed				= 16,510		515.00	36		18,340.00
THREE YEAR MAINTENANCE WARRANTY PER TERMINAL									

CALCULATIONS:

Column (E) = (B) x (D)
Column (J) = (G) x (H)

Column (G) = (B) x (F)

Column (I) = (F) x (H)

Location of Installation. If Equipment is to be at more than one location, use separate continuation sheet for each location.

Total Purchase Price* \$ 16,510.00
plus
Finance Charge \$ 3,830.00
equals
Total Lease/Purchase Price \$ 20,340.00

*Does not include applicable taxes, delivery, installation, interim rent and like charges. See Sections 1, 2, and 6.

THIS SALE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE. THE PURCHASER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS AGREEMENT ALONG WITH ATTACHMENTS OR EXHIBITS, IF ANY, CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. DECISION DATA SHALL NOT BE BOUND BY ANY REPRESENTATION, PROMISE OR INDUCEMENT MADE BY ANY AGENT, EMPLOYEE, REPRESENTATIVE OR OTHER PERSON IN ITS EMPLOY NOT EMBODIED IN THIS AGREEMENT. FURTHER, THE PURCHASER AGREES THAT THIS AGREEMENT SHALL NOT BE BINDING ON DECISION DATA UNLESS ACCEPTED BY AN AUTHORIZED OFFICER AT THE HOME OFFICE OF DECISION DATA.

DECISION DATA COMPUTER CORPORATION

ACCEPTED BY:

Robert A. Rao

ROBERT A. RAO

Sr. Title and Date resident of Sales

U.S. NAVAL INSTITUTE

ACCEPTED BY:

JAMES W. PATTERSON

Name (Type or Print)

James W. Patterson

White - Decision Data (1), Blue - Decision Data (2), Green - Customer, Canary - Region, Pink - Marketing, Goldenrod - Temporary Customer Copy
DD-0519-CF (9/84)

1. Terms and Charges

This Agreement shall become effective upon its execution by an authorized officer of Decision Data.

The monthly charge for each unit of Equipment shall be due on the first day of the month immediately following the Date of Installation of such unit of Equipment and on the first day of each month thereafter until the Lease/Purchase Price for such unit has been paid. In addition to the monthly charge, Purchaser shall pay an interim rental charge for the use of each item of Equipment from the date such unit is installed and accepted by the Purchaser to the first day of the following month at the daily rate of one-thirtieth (1/30th) of the stated monthly charge. In the event the monthly charge is not paid when due, Decision Data may charge a late fee on the overdue amount at a rate not to exceed two (2%) percent per month.

Payment of all other charges assessable under the terms of this Agreement shall be made upon the Purchaser's receipt of the invoice therefor.

The Purchaser agrees to pay when due all taxes, however designed, levied or based or whether payable by Decision Data or the Purchaser, on or relating to this Agreement, any payments to be made hereunder or on the Equipment, including without limitation, personal property taxes, state and local sales, use, privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof, paid or payable by Decision Data, exclusive, however, of taxes based on Decision Data's net income.

The Purchaser may, at any time, prepay all of any part of the balance of the Total Lease/Purchase Price. The Finance Charge applicable to such a prepayment shall be determined in accordance with the "Rule of 78s".

2. Transportation and Installation

Decision Data will ship the Equipment to the location of installation designated on the face page hereof, F.O.B. Decision Data's plant. The purchaser shall pay all transportation, handling, rigging and draying charges. Except as set forth in Section 6, the day (Monday through Friday) on which Decision Data determines that a unit of Equipment has been placed in good working order shall be considered the Date of Installation of such unit for all purposes of this Agreement.

3. Usage

The Purchaser shall possess and use the Equipment only in accordance with this Agreement and subject to such other rules as may be prescribed by applicable law. Decision Data shall have the right, upon reasonable prior notice to the Purchaser and during the Purchaser's regular business hours, to inspect the Equipment wherever it may be located.

4. Maintenance and Repair

The Purchaser shall, at its expense, maintain the Equipment and all additions, attachments and accessories thereto, in good condition and running order and provide proper supervision and management over its use and operation in order to preclude its abuse and preserve its operating efficiency until the Total Lease/Purchase Price and other charges have been paid. The Purchaser shall be responsible for any loss or damage to the Equipment from any cause whatsoever. Repairs, alterations and attachments to the Equipment may be made only by Decision Data, or a qualified third party with the prior written consent of Decision Data. Any additions, attachments, accessories, repairs and replacements to the Equipment shall become part of the Equipment. Except for Decision Data's security interest, no action which might result in the creation or attachment of a mechanic's or materialman's lien or any other lien or encumbrance on any item of Equipment shall be permitted.

5. Risk of Loss; Title

During the period the Equipment is in transit up to the date of delivery to the Purchaser, Decision Data and its insurers, if any, relieve the Purchaser of responsibility for all risk of loss or damage to the Equipment. After the date of delivery, the risk of loss or damage shall be on the Purchaser. Upon timely payment by the Purchaser of the Total Lease/Purchase Price and other charges hereunder, title to the Equipment shall pass to the Purchaser and the Purchaser will accept the Equipment in "as is" condition. The Purchaser agrees that no transfer, renewal, extension or assignment of this Agreement or any interest hereunder or injury to or loss or destruction of the Equipment shall release the Purchaser from any obligation hereunder.

6. Customer Set-Up Equipment; Date of Installation

Decision Data may designate certain Equipment to be Customer Set-Up Equipment ("CSU Equipment"), which is Equipment that the Purchaser agrees to install without the assistance of Decision Data, and the Purchaser shall do so in compliance with Decision Data's then current policies and procedures relating to preinstallation planning, installation, usage, and maintenance of CSU Equipment, if requested by the Purchaser. Decision Data may, in its sole discretion, install CSU Equipment and, in such event, the Purchaser shall pay Decision Data for said service on the basis of Decision Data's then current terms, conditions and prices. For purposes of this Agreement, the Date of Installation of CSU Equipment shall be deemed to be the second business day following the date the Equipment is received by the Purchaser. In the event CSU Equipment arrives at the Purchaser's location damaged, the Purchaser shall immediately notify Decision Data of such damage and Decision Data shall, at its option, either repair or replace said item. Notwithstanding anything to the contrary in this Agreement, if the Purchaser fails to notify Decision Data within ten (10) days of receipt, Decision Data shall repair or replace the damaged Equipment at the Purchaser's expense based upon Decision Data's then current charges.

Except for CSU Equipment, Equipment purchased under this Agreement shall be installed and placed in good working order by Decision Data, and the Date of Installation for such Equipment shall be the day (Monday through Friday) on which Decision Data determines that the Equipment has been placed in good working order.

7. Net Payments; No Abatement

The monthly payments hereunder are intended to be net to Decision Data. The Purchaser shall not be entitled to any abatement of the monthly payments or other amounts due hereunder or any reduction thereof, including, but not limited to, abatement or reductions due to any present or future claims by the Purchaser against Decision Data or any assignee under this Agreement or otherwise, nor exact as otherwise expressly provided herein, shall this Agreement terminate or the obligations of the Purchaser be affected because of any defect in, damage to, or loss or destruction of all or any part of the Equipment from whatsoever cause, interference with its use or for any other cause or reason whatsoever.

8. Purchase Period

The Purchaser agrees to accept for delivery the total number of items set forth on the face page of this Agreement within six (6) months after this Agreement is executed by an authorized officer of Decision Data (the "Purchase Period"). Notwithstanding the foregoing, if the Purchaser has received a Quantity Purchase Price pursuant to a Lease/Purchase Agreement signed by the Purchaser during the six (6) month period prior to the date of this Agreement, then the "Purchase Period" for purposes of this Agreement shall be the six (6) month period commencing from the date the earlier Lease/Purchase Agreement was executed by an authorized officer of Decision Data.

If the Purchaser fails to accept such deliveries within the Purchase Period, Decision Data may increase the prices for those units not accepted for delivery upon thirty (30) days after written notice to the Purchaser and require the Purchaser to sign a new Lease/Purchase Agreement for such units evidencing their acceptance. The Purchaser may cancel the order for such units by giving written notice to Decision Data within twenty (20) days after the giving of notice of such price increase by Decision Data; otherwise the new prices shall be deemed acceptable to the Purchaser. In the event the Purchaser accepted a Quantity Purchase Price at the time of signing this Agreement and the Purchaser fails to accept for delivery all of the items of Equipment set forth on the face page of this Agreement within the Purchase Period (and such failure is not caused by the negligence of Decision Data), then the Purchaser agrees to pay for each unit of Equipment accepted for delivery during the Purchase Period, within thirty (30) days of the invoice date, an amount equal to the difference between (X) the Quantity Purchase Price as set forth on the face of this Agreement which was used to calculate the monthly charge hereunder for such unit of Equipment and (Y) the Quantity Purchase Price as of the time such unit was delivered that would have been applicable to the quantity of units actually delivered during the Purchase Period.

9. Indemnity

The Purchaser shall indemnify and hold Decision Data harmless from any loss, claim, damage, action, proceeding or expense to persons or property arising out of or in a manner pertaining to the Equipment or this Agreement, except if such is caused by the negligence of Decision Data, which indemnity shall survive the termination of this Agreement.

10. Warranty

The Purchaser will be responsible for assuring the proper use, management and supervision of the Equipment and programs, audit controls, operating methods and office procedures, and for establishing all proper check points necessary for the intended use of the Equipment. The Purchaser agrees that Decision Data will not be liable for any damages caused by the Purchaser's failure to fulfill these responsibilities. The following warranties shall apply to the Equipment:

a. Service and Parts

For ninety days commencing on the Date of Installation, Decision Data will maintain each unit of the Equipment in good working order at no charge to the Purchaser. At the Purchaser's request, Decision Data will make all necessary adjustments, repairs and parts replacement. All replaced parts will become the property of Decision Data on an exchange basis.

This warranty shall apply to Equipment installed outside a Decision Data serviceable area only if the Purchaser returns the unit in need of warranty service, freight prepaid, to a service center designated by Decision Data. In such event, Decision Data shall not be responsible for any loss or damage to the unit unless caused by the negligence of Decision Data while the unit is in its possession.

Decision Data's obligation is limited to furnishing on an exchange basis replacements for parts which have been promptly reported by the Purchaser as having been, in its opinion, defective and are so found by Decision Data upon inspection.

With respect to Equipment designated by Decision Data as Used Equipment, the Purchaser agrees to purchase such Equipment without warranty in "as is" condition.

Equipment designated on the face of this Agreement to be newly manufactured may consist in part of used components which are warranted equivalent to new when used in the units.

Equipment not designated on the face of this Agreement as newly manufactured will be either units which have been reassembled at a Decision Data plant from serviceable new and used parts which have been thoroughly inspected, tested and checked after assembly for good serviceability, and excellent working order or units which have been previously installed with another Decision Data customer.

b. Limitation

The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, disaster, which includes, but is not limited to, fire, flood, water, wind and lightning, transportation, neglect, misuse, failure to provide a suitable environment, which includes, but is not limited to, failure of electric power, air-conditioning, or humidity control, use of supplies, replacement part not supplied by Decision Data, or causes other than ordinary use.

The warranties provided by Decision Data under this Agreement do not include the following services: (i) furnishing supplies, painting or refinishing the Equipment or furnishing material therefor; (ii) electrical work external to the Equipment or installation, maintenance or removal of alterations, attachments or other devices not furnished by Decision Data; and (iii) such service which is impractical for Decision Data to render because of alterations in, or attachments to, the Equipment.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.

11. Assignment

This Agreement, the Equipment and any monthly payments or other sums due or to become due hereunder, or any part of the foregoing, may be transferred or assigned by Decision Data hereunder. The Purchaser agrees that no such transferee or assignee shall assume any obligation of Decision Data hereunder, and that the obligations of the Purchaser hereunder shall not be subject, as against any such transferee or assignee, to any defense, setoff or counterclaim available to the purchaser against Decision Data and that same may be asserted only against Decision Data, if otherwise permitted by this Agreement.

The Purchaser shall not assign or otherwise transfer or encumber any of its interest in the Equipment or this Agreement without the prior written consent of Decision Data.

12. Security

(A) Decision Data reserves a purchase money security interest in each item of Equipment, including all property presently or hereafter incorporated therein or attached thereto, and to the proceeds of the foregoing, until all amounts due to Decision Data from the Purchaser are paid.

(B) The Equipment, accessories and devices furnished under this Agreement shall, at all times and for all purposes, be considered personal property, notwithstanding the manner or mode of its attachment to the Purchaser's premises. The Purchaser shall keep such Equipment free from liens and encumbrances of any kind and shall not remove said Equipment, accessories and devices from the Purchaser's installation site address set forth on the face page hereof, without Decision Data's prior written consent. The Purchaser agrees to furnish Decision Data, at Decision Data's request, with a landlord's waiver and consent to remove all, if any, of the Equipment that is affixed or to be affixed to realty during the term of this Agreement, such release to be furnished prior to such affixation.

(C) The Purchaser shall be fully responsible for the care and safekeeping of all Equipment, accessories and devices covered hereby after the date of delivery to the Purchaser's premises and shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance thereon, during the term hereof, for the full replacement value thereof or the total amount owed by Purchaser under this Agreement, whichever is greater, naming Decision Data as an additional insured and with loss payable to Decision Data and the Purchaser as their interests may appear. In addition, the Purchaser shall procure and maintain such liability insurance coverage as may be required by Decision Data. Evidence of all of such coverage shall be provided by a certificate of insurance which is to be submitted to Decision Data and shall be satisfactory to Decision Data; such certificate to provide that in the event of cancellation or of material change in the policy, ten (10) days prior written notice of such action shall be given to Decision Data. Decision Data, at its option, may apply any proceeds of such insurance to replace the Equipment or to repay the Purchaser's obligation hereunder. If the Purchaser fails to provide such insurance or within ten (10) days after Decision Data's request fails to deliver the required certificates to Decision Data, then Decision Data may procure such insurance and add the cost to the next due monthly payment, which the Purchaser agrees to pay. The Purchaser appoints Decision Data as the Purchaser's attorney in fact to make claim for, receive payment and execute and endorse all documents, checks or drafts received in payment for any claim under any policy of insurance. In the event that such insurance shall be included under a policy covering the Purchaser's own property, such policy shall contain a clause reading substantially as follows: "including the property of others, which the assured has agreed to insure prior to loss or damage or for which the assured may be liable in the event of loss or damage..."

(D) The Purchaser agrees to execute any financing statement and all other documents requested by Decision Data to protect the purchase money security interest in the Equipment hereby secured by Decision Data, and to comply with state and local requirements for filing and/or recording. If the Purchaser fails to execute any such documents, Decision Data is hereby given the power and authority to execute same in the Purchaser's name. A copy of this Agreement may be filed with the appropriate state and/or local authorities at any time after signature by the Purchaser as a financing statement in order to perfect Decision Data's security interest. Such filing does not constitute acceptance of this Agreement by Decision Data.

13. Default; Remedies Upon Default

Should the Purchaser (a) default in the payment of any money due hereunder for more than ten (10) days after such sum is due, or (b) default in the performance of any other obligations under this Agreement for more than fifteen (15) days after the Purchaser's receipt of written notice hereof from Decision Data, or (c) default under any other existing or future agreement with Decision Data or in a case doing business as a going concern, commit an act of bankruptcy and/or become or become the subject of any involuntary proceeding under the Bankruptcy Act, and such proceeding is not vacated within thirty (30) days, or (d) remove, sell, transfer, encumber, sue or part with possession of any Equipment or attempt to permit the same, then all unpaid installments and other charges due hereunder shall immediately become due and payable and the Purchaser agrees to return the Equipment to Decision Data at its option on demand. The event of any of the foregoing defaults, Decision Data may at its option do any or all of the following: (i) proceed by appropriate court action, at law or in equity, to enforce performance by the Purchaser of the applicable terms and conditions of this Agreement or to recover damages for breach thereof; (ii) terminate this Agreement; (iii) whether or not this Agreement is terminated, take immediate possession of any or all of the Equipment, if not returned by the Purchaser, wherever situated, and for such purpose, enter upon any premises without liability for so doing; and (iv) sell, dispose or hold, use or lease the Equipment as Decision Data, in its sole discretion, may deem best. In the event of any such default, the Purchaser shall be liable for damages as provided by law and for all costs and expenses incurred by Decision Data on account of such default, including all court costs and reasonable attorney's fees. In the event Decision Data determines to sell the Equipment, it may do so at least ten (10) days notice before the time of any intended public sale or of the time after any private sale or other disposition of the Equipment is to be made at which said Decision Data's assigns may purchase. The proceeds thereof, less expenses of retaining, repairing, insuring, installing and attorney's fees, shall be credited against the amount owed by the Purchaser. If the balance is still due, the Purchaser shall be liable for the balance. If the balance is paid, the Purchaser shall be liable for the balance. Any surplus, however, is to be paid to the Purchaser. The rights provided Decision Data under this Section shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law. The failure of either party at any time to enforce performance by the other party of any provision hereof or the waiver by one party of a breach of any provision by the other shall in no way constitute a waiver of any such succeeding breach or affect the right to require such performance at any time thereafter.

14. Patent Infringement

Decision Data will defend, at its own expense, any action brought against the Purchaser to the extent that it is based on a claim that the Equipment supplied by Decision Data infringes a United States patent, and Decision Data will pay those costs and damages finally awarded against the Purchaser in any such action which are attributable to any such claim, but such defense and payment are conditioned on the following: (i) that Decision Data shall be notified promptly in writing by the Purchaser of any notice of such claim; and (ii) that Decision Data shall have sole control of the defense of any action on such claim, and all negotiations for its settlement or compromise; and (iii) that the Equipment become, or in Decision Data's opinion be likely to become, the subject of a claim of infringement of a United States patent; that the Purchaser shall permit Decision Data, at its option and expense, either to procure for the Purchaser the right to continue using the Equipment, to replace or modify the same so that they become noninfringing, or to grant the Purchaser a credit for such Equipment as so depreciated and accept their return. The depreciation shall be an equal amount per year over the lifetime of the Equipment as established by Decision Data.

Decision Data shall have no liability to Purchaser under any provision of this clause with respect to any claim or patent infringement which is based upon the combination of Equipment furnished hereunder with Equipment or devices not made by Decision Data. The foregoing states the entire liability of Decision Data with respect to infringement of patents by the Equipment or any parts thereof.

15. Limitation of Remedies

Decision Data's entire liability and the Purchaser's exclusive remedy shall be as follows: Decision Data's liability for damages to the Purchaser for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the greater of \$100,000 or twelve (12) monthly charges for the specific unit of Equipment that caused the damages or that are the subject matter of, or are directly related to, the cause of action. The foregoing limitation of liability will not apply to the payment of costs, damages and attorney's fees referred to in the Section entitled "Patents; Indemnity," or to claims for personal injury or damage to real property or tangible personal property caused by Decision Data's negligence.

In no event will Decision Data be liable for any damages caused by the Purchaser's failure to enforce the Purchaser's responsibilities, or for any lost profits or savings or other consequential damages, regardless of the form of action, whether in contract or in tort including negligence, even if Decision Data has been advised of the possibility of such damages or for any claim against the Purchaser by any other party.

16. General

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in a writing signed by an authorized representative of the party against whom it is sought to be enforced.

In the event that Decision Data shall accept Purchaser's Purchase Order for the Equipment shown on the face of this Agreement or Equipment to be purchased under this Agreement, the terms and conditions of such Purchase Order shall be void and have no force or effect and shall be superseded by the terms and conditions of this Agreement.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Any notice to be given to Decision Data hereunder shall be in writing and mailed to Decision Data Computer Corporation, 100 Wilmet Road, Hornsram, Pennsylvania 19044, or, if to the Purchaser, at the address of the Purchaser shown on this Agreement, or to such other address as either party shall have theretofore designated by notice in writing.

In the event that any of the terms of this Agreement be or become or are declared to be illegal by any court or tribunal of competent jurisdiction, such terms or term shall be null and void and shall be deemed deleted from this Agreement, and all of the remaining terms of this Agreement shall remain in full force and effect.

517-136

FINANCING STATEMENT

278853

1. X To Be Recorded in the Financing Records of Anne Arundel County.
2. To Be Recorded among the Financing Statement Records of the State of Maryland.
3. Not Subject to Recordation Tax.
4. X The initial debt is in the principal amount of \$125,000.00 of which sum \$101,000.00 is subject to Recordation Tax. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5. Debtor Name	Address
NILDA M. COLLINS, D.M.D., M.D.S., P.A.	2114 General's Highway Annapolis, Maryland 21401
6. Secured Party	Address
First National Bank of Maryland	18 West Street Annapolis, Maryland 21401

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Contract Rights.** All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all monies due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds

207-1

547 137

and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment and Fixtures. All of the equipment and fixture of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and on-cash proceeds and products thereof.

8. All or a portion of the property described above is located and/or affixed or is to be affixed to 2114 General's Highway, Annapolis, Maryland 21401.

DEBTOR:

NILDA M. COLLINS, D.M.D.,
M.D.S., P.A.

SECURED PARTY:

FIRST NATIONAL BANK OF MARYLAND

BY: *Nilda M. Collins* (SEAL)
NILDA M. COLLINS,
President

BY: *Stephanie Yancy* (SEAL)
STEPHANIE YANCY,
Assistant Vice President

Address where Collateral will be located:

2114 General's Highway
Annapolis, Maryland 21401

Mr. Clerk: Please return to: William H. Buck
P.O. Box 1911
Annapolis, Maryland 21404

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 517 138 Identifying File #

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Melvin C. & Dorothy A. Thomas D/B/A Thomas Services

Address 1335 Baltimore- Annapolis Road Arnold, Md. 21012

2. SECURED PARTY

Name Suit & Wells Equipment Co. Inc.

Address 6300 Crain Highway Upper Marlboro, Md. 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 Case Model 1840 Uniloader

Serial # JAF0045725

1- Eager Beaver Model AP10 Trailer

VIN# 112AAH200KL031704

1- M.B. Model LB Pickup Sweeper

Serial # 17-0024

Name and address of Assignee

J. I. Case Credit Corp.

P. O. Box 292
Racine, WI 53401

THIS IS A RETAIL INSTALLMENT CONTRACT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

1350
+ Melvin C. Thomas
(Signature of Debtor)

Melvin C. Thomas

Type or Print Above Name on Above Line

+ Dorothy A. Thomas
(Signature of Debtor)

Dorothy A. Thomas

Type or Print Above Signature on Above Line

Jay R. Weamer Sales Manager
(Signature of Secured Party)
Jay R. Weamer Sales Manager
Suit & Wells Equipment Co. INC.
Type or Print Above Signature on Above Line

PARTIES	
Debtor name (last name first if individual) and mailing address:	1
FERTIO LINDA M. 143 CHESAPEAKE CT HANOVER MD 21076	
Debtor name (last name first if individual) and mailing address:	1a
143 CHESAPEAKE CT HANOVER MD 21076	
Debtor name (last name first if individual) and mailing address:	1b
Secured Party(ies) names(s) (last name first if individual) and address for security interest information:	2
CHESAPEAKE MOBILE HOMES, INC. P.O. BOX 288 MILLERSVILLE, MD 21108	
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:	2a
3062 PS BUSINESS CENTER WOODBRIDGE, VA 22192	
Special Types of Parties (check if applicable): <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively. <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively. <input type="checkbox"/> Debtor is a Transmitting Utility	3
SECURED PARTY SIGNATURE(S)	
This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):- a. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor. b. <input type="checkbox"/> as to which the filing has lapsed. c. already subject to a security interest in another county in Pennsylvania:- <input type="checkbox"/> when the collateral was moved to this county. <input type="checkbox"/> when the Debtor's residence or place of business was moved to this county. d. already subject to a security interest in another jurisdiction:- <input type="checkbox"/> when the collateral was moved to Pennsylvania. <input type="checkbox"/> when the Debtor's location was moved to Pennsylvania. e. <input type="checkbox"/> which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).	
Secured Party Signature(s) (required only if box(es) is checked above)	
CHESAPEAKE MOBILE HOMES, INC. <i>Diana L. Lubert, Agent</i>	

FINANCING STATEMENT Uniform Commercial Code Form UCC-1 IMPORTANT-Please read instructions on reverse side of page 4 before completing	
Filing No. (stamped by filing officer):	Date, Time, Filing Office (stamped by filing officer):
547 139 278865 5	
This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and is to be filed with the (check applicable box): <input type="checkbox"/> Secretary of the Commonwealth <input type="checkbox"/> Prothonotary of _____ County <input type="checkbox"/> real estate records of _____ County	
Number of Additional Sheets (if any)	6
Optional Special Identification (Max. 10 characters)	7
COLLATERAL	
Identify collateral by item and/or type:	
1986 HOLLY PARK HOLLY PARK 14 X 70 SERIAL # 16249 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1111 OR THE STATE LAW EQUIVALENT STATUTE."	
<input type="checkbox"/> (check only if desired) Products of the collateral are also covered	
Identify related real estate, if applicable. The collateral is, or includes (check appropriate boxes):- a. <input type="checkbox"/> crops growing or to be grown on - b. <input type="checkbox"/> goods which are or are to become fixtures on - c. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on - d. <input type="checkbox"/> accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -	
the following real estate: Street Address: Described at Book _____ of (check one) <input type="checkbox"/> Deeds <input type="checkbox"/> Mortgages, at Page(s) _____ for _____ County Uniform Parcel Identifier _____ <input type="checkbox"/> Described on Additional Sheet	
Name of record owner (required only if no Debtor has an interest of record)	
DEBTOR SIGNATURE(S)	
Debtor Signature(s): 1 FERTIO LINDA M. x <i>Linda M Fertio</i>	
1a	
1b	
RETURN RECEIPT TO:	
GREEN TREE ACCEPTANCE, INC. 3062 PS BUSINESS CENTER WOODBRIDGE, VA 22192	

547 140

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. _____

Page No. Book 502 Page 174

Identification No. _____

Dated _____

1. Debtor(s) { William G. and Louise White Christmas
Name or Names—Print or Type
2439 Monkton Road, Monkton, MD 21111
Address—Street No., City - County State Zip Code
2. Secured Party { Sterling Bank and Trust Company (Successors to Sterling Savings
Name or Names—Print or Type Association)
111 Water Street, Suite 201, Baltimore, MD 21202
Address—Street No., City - County State Zip Code
3. Maturity Date (if any) _____
4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Examination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>



RECEIVED
FUD
#401
H. 100
AA 100

Dated: September 28, 1989

Sterling Bank and Trust Company
Name of Secured Party

Patricia A. Jenkins
Signature of Secured Party

Patricia A. Jenkins, Senior Vice President
Type or Print (Include Title if Company)

108

278866

547 141

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is *Not* Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Rob Harris, Inc.
 (Name or Names—Last Name First)
7997 Nolecrest Rd., Glen Burnie, MD 21061
 (Address)
2. SECURED PARTY: McCLUNG-LOGAN EQUIPMENT CO., INC.
 (Name or Names)
4601 Washington Blvd., Baltimore, MD 21227
 (Address)
3. ASSIGNEE
 OF SECURED PARTY:
4. This Financing Statement covers the following types (or items) of property:

1-Bomag 172D Vibratory Roller
 S/N 520125750

RECORD FEE

POSTAGE

#481630 07/11/87



M. ERLE

AA LU. CIRCUIT

5. Proceeds of collateral are covered hereunder: YES ☐ NO ☐
6. Products of collateral are covered hereunder: YES ☐ NO ☐
7. This transaction is exempt from the Recordation Tax.

8. Filed with: Clerk, Circuit Court for Anne Arundel CountyMaryland Department of Assessments and Taxation

9. RETURN TO: McClung-Logan Equipment Co., Inc.
4601 Washington Blvd.
Baltimore, MD 21227

Dated this 9th day of Oct, 19 87

DEBTOR:

Rob Harris, Inc.

SECURED PARTY:

McCLUNG-LOGAN EQUIPMENT CO., INC.By: Rob Harris

(Title)

Rob HarrisPres.By: Thomas B. Logan, Jr.Thomas B. Logan, President

(Title)

FOR FILING OFFICER USE

File No. _____ Date and Hour of Filing _____

Record Reference _____

278857

547 142

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Ferguson Trenching Co., Inc.
 (Name or Names—Last Name First)
123 Revell Hwy., Annapolis, MD 21401
 (Address)

2. SECURED PARTY: McCLUNG-LOGAN EQUIPMENT CO., INC.
 (Name or Names)
4601 Washington Blvd., Baltimore, MD 21227
 (Address)

3. ASSIGNEE
 OF SECURED PARTY:

4. This Financing Statement covers the following types (or items) of property:

1-Mihcigan L-70 Loader S/N 60633
 w/ 2.25 CY Bucket & Edge
 60" Carrier & (2) 48" Tines



RECORD FEE

POSTAGE

#431040 0111 RUS 11/10/89

10/10/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Jobsite: White Rock Sub Station
 Howard County

5. Proceeds of collateral are covered hereunder: YES ☐ NO ☐

6. Products of collateral are covered hereunder: YES ☐ NO ☐

7. This transaction is exempt from the Recordation Tax.

Clerk, Circuit Court for Howard County

8. Filed with: Clerk, Circuit Court for Anne Arundel County
 Maryland Department of Assessments and Taxation

9. RETURN TO: McClung-Logan Equipment Co., Inc.
4601 Washington Blvd.
Baltimore, MD 21227

Dated this 28th day of Sept, 19 89

DEBTOR:

Ferguson Trenching Co., Inc.

SECURED PARTY:

McCLUNG-LOGAN EQUIPMENT CO., INC.

By:

Stanley R. Ferguson
 (Title)

By:

Thomas B. Logan, President
 (Title)

FOR FILING OFFICER USE

File No. _____ Date and Hour of Filing _____
 Record Reference _____

278868

547-143

FINANCING STATEMENT FORM UCC-2

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 9/27/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of ~~Debtor~~ Lessee UNC, INCORPORATED, UNC Naval Products Division

Address 175 Admiral Cochrane Drive, Annapolis, MD 21401

2. Name of ~~Secured Party~~ Lessor General Electric Capital Corporation

Address 1080 Elm Street, Rocky Hill, CT 06067

3. Assignee of Secured Party _____

Address _____

Person And Address To Whom Statement Is To Be Returned If Different From Above.

4. Maturity date of obligation (if any) _____

5. This financing statement covers the following types (or items) of property: (list)

This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than a Lease under Section 1-201(37) of the Uniform Commercial Code. One (1) New National Forge Hot Isostatic Press System with Gas Chromatography System and a Spare Furnace, s/n 51A1103-01-001. Includes all proceeds, replacements and accretions attached thereto and any substitutions thereof. LESSEE IS NOT AUTHORIZED TO SELL EQUIPMENT.

Not Subject to Recordation Tax.

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RECORD FEE 11.00
#481650 0777 NOV 11 1989
10/15/89

(TW) H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Thomas Kelly
(Signature of ~~Debtor~~ Lessee
UNC, INCORPORATED, UNC Naval
Products Division

Type or Print Above Signature on Above Line

Thomas Kelly
(Signature of Debtor)

Type or Print Above Signature on Above Line

~~SECURED PARTY~~ Lessor

(Name of Dealership)

By Matthew REGION CREDIT ANALYST
(Signature of ~~SECURED PARTY~~ Lessor

General Electric Capital
Corporation

Type or Print Above Name on Above Line

Clerk of Circuit Court, Anne Arundel County, MD.

517 141

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name, First) and address(es):

Ellen & Donald K. Thompson
1 rose Court
Annapolis, MD 21403

2. Secured Party(ies) and address(es):

L-J LEASING COMPANY
P.O. BOX 21472
BALTIMORE, MD 21208-0472

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office):

RECORD FEE 10.00
POSTAGE .50
#481680 C777 R03 T14:31
10/13/89

J. F.
CLERK

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. 271040

Book 521

12-28 1987 Pg 302

Filed with Anne Arundel

Date Filed

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

ASSIGNED TO:
SOVRAN BANK
31 LIGHT ST.
BALTIMORE, MD 21202

No. of additional Sheets presented:

Sovran Bank

By: Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

1580 STANDARD FORM - FORM UCC-3

547 145

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Samuel & Cheryl Howard III dba Wholesale Transmissions 403 Headquarters Drive Millersville, MD 21108	2. Secured Party(ies) and address(es) L-J LEASING COMPANY P.O. BOX 21472 BALTIMORE, MD 21208-0472	For Filing Officer (Date, Time and Filing Office) J. F. RECORD FEE 10.00 CLARK POSTAGE .50 #481690 0777 R03 T14:31 10/13/89 PAUL SCHAFER AD CO. CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. <u>265628 BK 507 Pg 12</u> Filed with <u>Anne Arundell</u> Date Filed <u>1-15</u> 19 <u>87</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented:

By: _____ L-J Leasing Company
By: Quise Gertz Signature(s) of Secured Party(ies)
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
(1) Filing Officer Copy - Alphabetical 15 STANDARD FORM - FORM UCC-3

547 146

NOT TO BE RECORDED IN LAND RECORDS

278869

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

C & D Performance Center Inc.

Name or Names - Print or Type

1. LESSEE(S)

1022 E. Patapsco Avenue, Brooklyn, MD 21225

Address - Street No.

City - County

State

Zip

2. LESSOR

L-J Leasing Company

600 Reisterstown Road

23-25 Walker Avenue

Baltimore

Maryland 21208

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

1-Industrial Air Compressor Model C521E80V S/N 11919

RECORD FEE 11.00

POSTAGE .50

#481700 C777 R03 11/4/89

10/13/89

H. ORLE SCHAFER

AA CO. CIRCUIT COURT

ASSIGNED TO:
SOVRAN BANK
31 LIGHT ST.
BALTIMORE, MD 21202

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

LESSEE(S) : C & D Performance Center Inc.

LESSOR : L-J Leasing Company

By:

Signature of Lessee

James E. Copas

Type or Print

Signature of Lessee

Irene A. Driggers

Type or Print

By:

Signature of Lessor

Louise E. Neutze, Mgr.

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

L-J Leasing Company

23-25 Walker Avenue, Suite 203, P.O. Box 2147,
Baltimore, Maryland 21208-0472

278879

547 147

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

Discovery Learning Center

Name or Names - Print or Type

1. LESSEE(S)

8031 Green Forest Drive, Pasadena, MD 21122

Address - Street No.

City - County

State

Zip

2. LESSOR

L-J Leasing Company
~~600 Reisterstown Road~~
23-25 Walker Avenue

Baltimore

Maryland 21208

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

1-Silver Reed SR10 Copier Ser#46045809

ASSIGNED TO:
SOVRAN BANK
31 LIGHT ST.
BALTIMORE, MD 21202

4. If above described personal property is to be affixed to real property, describe real property

RECORD FEE 11.00
POSTAGE .50
#481710 C777 R03 11/4/89
10/13/89

5. If collateral is crops, describe real estate.



H. ORLE SCHAFER
AA CO. CIRCUIT COURT

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

LESSEE(S): Discovery Learning Center

LESSOR: L-J Leasing Company

By:

Signature of Lessee

Susan Westeburger

Type or Print

Signature of Lessee

Type or Print

By:

Signature of Lessor

Louise E. Neutze, Mgr.

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

L-J Leasing Company

2325 Walker Avenue, Suite 203, PO Box 21472
Baltimore, Maryland 21208-0472

The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland Recordation Tax. The secured party is the "seller" of the collateral.

517-148

278871
ANNE ARUNDEL CLERK OF CIRCUIT COURT

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If this statement is to be recorded in land records check here. ☐

FINANCING STATEMENT

Identifying File No. _____

If subject to recordation indicate amount of debt below.
\$ _____

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
1. DEBTOR (OR ASSIGNOR)

Name Howard Wadkins T/A WADKINS CONSTRUCTION COMPANY

Address 8338 Elm Road, Millersville, MD 21108

2. SECURED PARTY (OR ASSIGNEE)

SECURED PARTY:

Name Siems Rental & Sales Co., Inc.

Address 3683 Clipper Mill Road

Baltimore, Maryland 21211

ASSIGNEE:

EQUIPMENT FINANCE, INC.

P. O. Box 4926

Lancaster, PA 17604

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Lull Highland High-Lift, Model 844, S/N JDO 1428LN
Complete with all attachments now and hereinafter acquired.

RECORD FEE 12.00
POSTAGE .50
TW #191720 C777 R03 T14:33
10/13/89
H. FRIE SCHAFER
AA CO. CIRCUIT COURT

CHECK ☐ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)

☐ (If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)

XX (If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

Howard Wadkins T/A
WADKINS CONSTRUCTION COMPANY

(Signature of Debtor or Assignor)

Howard Wadkins

(Signature of Debtor or Assignor)
Howard Wadkins

SIEMS RENTAL & SALES CO., INC.

(Signature of Secured Party or Assignee)

Martin W. Abbott

(Signature of Secured Party or Assignee)
Martin W. Abbott, Vice President

1250

547 149

P.A. Court

☐ TO BE
☐ NOT TO BE

RECORDED IN
LAND RECORDS

☒ SUBJECT TO
☐ NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$19,00.00

278872

FINANCING STATEMENT

1. Debtor(s):

F. Scott Jay & Company, Inc.

Name or Names--Print or Type

214 Najoles Drive, Millersville, Md. Anne Arundel 21108
Address--Street No. City-County State Zip Code

Name or Names--Print or Type

Address--Street No. City-County State Zip Code

2. Secured Party:

Mercantile Safe Deposit & Trust Company

Name or Names--Print or Type

#2 Hopkins Plaza Baltimore, Maryland 21201
Address--Street No. City-County State Zip Code

3. This Financing Statement covers the following types of property (describe):
(Attach list if necessary.)

See ATTACHED schedule A

RECORD FEE 11.00
RECORD TAX 133.00
POSTAGE .50
481730 CITY RD 114:34
10/13/89
H. ERIC SCHAFER
AA CO. CIRCUIT COURT

4. If collateral is crops, describe real estate.

5. Proceeds of collateral ☐ are ☐ are not covered.

6. Products of collateral ☐ are ☐ are not covered.

Debtor(s):

Secured Party:

(Signature of Debtor)

F. Scott Jay & Company, Inc.
Type or Print

(Signature of Debtor)

Type or Print

Mercantile Safe Deposit & Trust Company
(Company, if applicable)

(Signature of Secured Party)

David R. Bowen, Vice President
Type or Print (Include title if Company)

To the Filing Officer: After this statement has been recorded, please mail same to:

Name and Address Mercantile Safe Deposit & Trust Co.

2 Hopkins Plaza
Commercial Loan Dept., 5th Floor
Baltimore, Maryland 21201
ATTN: Esther Dalton

11-
133.50

547 150

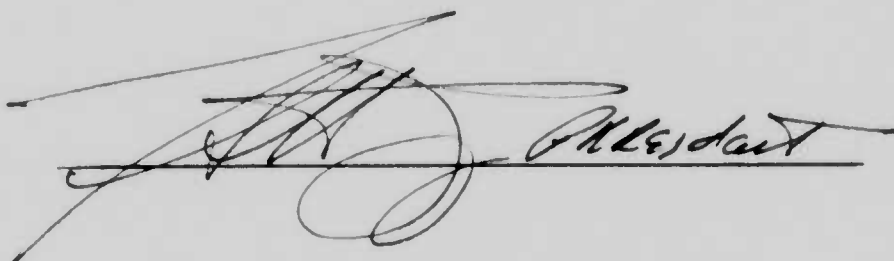
SCHEDULE "A"

Equipment

All of the below listed machinery, equipment, furniture, fixtures and other personal property of Debtor, together with all parts, accessories, attachments, additions, substitutions and all replacements thereof, now or hereafter installed in, affixed to or used in connection therewith.

- 1 2460 Key Service Unit
- 1 A.C. Line Surge Protector
- 1 C.O. Lightning Protection
- 1 Remote Diagnostics
- 5 Station A Cards
- 2 COU Line Cards
- 2 8 Button Phones
- 26 24 Button Key Sets w/LCD
- 1 Battery Back-up
- 1 DSS/BLF Console
- 1 40 Watt Amplifier
- 11 Jacks for PF at KSU
- 2 6 Block Lightning Protectors
- 1 24 Button LCD Key Set
- 2 6 Block Lightning Protection
- 2 Single Lightning Protection

Phowes

 J. M. Phowes

STATE OF MARYLAND

547-151

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255303RECORDED IN LIBER 481 FOLIO 547 ON Jan. 22, 1985 (DATE)

1. DEBTOR

Name William R Gardner & Linda C. GardnerAddress 1016 Sunnybrook Drive Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Ass'n.Address 7711 Quarterfield Road Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

Termination

Esprit Computer System Including All
Processing Equipment

RECORD FEE 10.00
POSTAGE .50
#481740 0777 R03 11/13/84
11/13/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated October 4, 1989

Anne Arundel County

Irvington Federal Savings & Loan Ass'n.

Susan L. Thompson
(Signature of Secured Party)
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

547-152

255313

BOOK - 481 PAGE 547

☐ TO BE

☒ NOT TO BE

RECORDED IN
LAND RECORDS

☐ SUBJECT TO

☒ NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

1. Debtor(s):

WILLIAM R. GARDNER, JR

Name or Names—Print or Type

1016 SUNNYBROOK DR GLEN BUNNIE, Md 21061

Address—Street No.,

City - County

State

Zip Code

LINDA C. GARDNER

Name or Names—Print or Type

1016 SUNNYBROOK DR GLEN BUNNIE, Md 21061

Address—Street No.,

City - County

State

Zip Code

2. Secured Party:

IRVINGTON FEDERAL SAVINGS AND LOAN

Name or Names—Print or Type

4106 FREDERICK AVE BALTO MD 21229

Address—Street No.,

City - County

State

Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

1. ESPRIT COMPUTER SYSTEM INCLUDING
ALL PROCESSING EQUIPMENT

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

William R Gardner
(Signature of Debtor)

WILLIAM R GARDNER
Type or Print

Linda C Gardner
(Signature of Debtor)

LINDA C GARDNER
Type or Print

IRVINGTON FEDERAL SAVINGS & LOAN
(Company, if applicable)

William J Otter, VP
(Signature of Secured Party)

WILLIAM J OTTER VP
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address IRVINGTON FEDERAL SAVINGS & LOAN
4106 FREDERICK AVE

Lucas Bros. Form F-1

BALTIMORE, Md. 21229
mailed to: _____

E. AUBREY COLLISON
CLERK

1985 JAN 22 PM 4:33

1250

RECORD FEE 12.00

POSTAGE .50

#80249 0055 002 71613

JAN 22 1985

1250

1250

279873

547 153

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any)
1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
D.S. & Associates, Inc. T/A Bay Yacht Agency 326 1st Street Annapolis, MD 21403	AT&T Credit Corporation P.O. Box 1008 Chadds Ford, PA 19317	RECEIVED POSTAGE #481300 077 R03 11442 10/23/87 H. ERLE SCHAFER AA CO. CLERK COURT
4 This financing statement covers the following types (or items) of property All of the Debtor's present and hereafter acquired inventory, machinery, equipment, all goods, merchandise or other personal property held by the Debtor for sale or lease and all furniture and fixtures, accounts receivable, contract rights, chattel paper, instruments and documents, all attachments, accessories and additions to the foregoing, substitutions and replacements, thereto, and all right, title and interest of the Debtor therein and thereto, and all proceeds and products of any of the foregoing, including, without limitation, insurance proceeds.		5 Assignee(s) of Secured Party and Address(es)
"NOT SUBJECT TO RECORDATION TAX"		
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		Filed with Anne Arundel County
Check <input checked="" type="checkbox"/> if covered <input checked="" type="checkbox"/> Proceeds of Collateral are also covered <input checked="" type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented		
D.S. & Associates, Inc. T/A Bay Yacht Agency By <u>[Signature]</u> Signature(s) of Debtor(s)		AT&T Credit Corporation By <u>[Signature]</u> Signature(s) of Secured Party(ies)
(1) Filing Officer Copy-Alphabetical		STANDARD FORM - FORM UCC-1. (For Use in Most States)

113
☐ TO BE

☒ NOT TO BE

RECORDED IN
LAND RECORDS

☐ SUBJECT TO

☒ NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$

89582
P.P. 6

547 154
FINANCING STATEMENT

278874

1. Debtor (s):

Ace Worldwide Moving & Storage Co.
Name or Names—Print or Type
7229 Montevideo Road, Jessup, Maryland 20794
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC. II
Name or Names—Print or Type
701 Cathedral Street, Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

CCIV Security System



RECORDING FEE 11.00
POSTAGE 2.00
#48,890 LTIT X05 114-93
10/13/91
H. LEE SCHAFER
AA CO. CIRCUIT CLERK

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

DEBTOR(S)

SECURED PARTY

Charles Eichenlaub, President
(Signature of Debtor)

Charles L. Eichenlaub, President
Type or Print

(Signature of Debtor)

Type or Print

Harbor Leasing Associates II

(Company, if applicable)

[Signature]
(Signature of Secured Party)

Mark M. Caplan, Partner
Type or Print (Include title if Company)

TO THE FILING OFFICER After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC. II, 701 Cathedral Street, Baltimore, Maryland 21201

FILING FOR INFORMATIONAL PURPOSES ONLY.
Filing this equipment lease does not create a security interest.

11.50
☐ TO BE
☒ NOT TO BE

RECORDED IN
LAND RECORDS

☐ SUBJECT TO

☒ NOT SUBJECT TO

89409
RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$

278875

FINANCING STATEMENT

1. Debtor (s):

The Gerard Company
Name or Names—Print or Type
1540 G. Charwood Road, Hanover, MD 21076
Address—Street No., City - County State Zip Code
Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC. II
Name or Names—Print or Type
701 Cathedral Street, Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
(1) Panafax UF 250

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

DEBTOR(S)

SECURED PARTY

(Signature of Debtor)
Shirley L. Gerard, Owner
Type or Print

(Signature of Debtor)

Type or Print

Harbor Leasing Associates II
(Company, if applicable)

(Signature of Secured Party)

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC. II, 701 Cathedral Street, Baltimore, Maryland 21201

FILING FOR INFORMATIONAL PURPOSES ONLY.
Filing this equipment lease does not create a security interest.

1000
A.A. Co.

86-370

547-156

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

KNXXX Book 496
KNXXX

KNXXX Page 495
KNXXX

Identification No. 261169

Dated 4/8/86

1. Debtor(s) (Jesse C. Moore
Name or Names—Print or Type
(10606 Parish Lane, Mitchellsville, MD 20716
Address—Street No., City - County State Zip Code

2. Secured Party (HARBOR LEASING ASSOCIATES
Name or Names—Print or Type
(701 CATHEDRAL STREET, BALTIMORE MD 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

Dated: 7/15/89

HARBOR LEASING ASSOCIATES

Name of Secured Party

Signature of Secured Party

MARK M. CAPLAN, PARTNER

Type or Print (Include Title if Company)

154

A.A. Co.

86-647

547-157

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

XXXXX Book 509

XXXXX Page 234

Identification No. 266411

Dated 3/9/87

1. Debtor(s) Storton, Taylor & Associates
Name or Names—Print or Type
#206, Hall Prof. Bldg., 68 MD Rt. 3 N., Millersville, MD
Address—Street No., City - County State Zip Code 21108

2. Secured Party HARBOR LEASING ASSOCIATES
Name or Names—Print or Type
701 CATHEDRAL STREET, BALTIMORE MD 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORDS FILED 10:00
POSTAGE 1.00
FBI/DOJ CIVIL RIGHTS DIVISION
10/15/89
R. ERLE SCHWEPER
AA CO. CIRCUIT COURT

Dated: 7/15/89

HARBOR LEASING ASSOCIATES

Name of Secured Party

Signature of Secured Party

MARK M. CAPLAN, PARTNER

Type or Print (Include Title if Company)

10.50
A.A. Co.

87-767

547 158

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

~~BOOK~~ Book 515

~~FOLIO~~ Page 143

Identification No. 268744

Dated 7/24/87

1. Debtor(s) { Moulin de Paris
Name or Names—Print or Type
578 Benfield Rd., Severna Park, MD 21146
Address—Street No., City - County State Zip Code

2. Secured Party { HARBOR LEASING ASSOCIATES
Name or Names—Print or Type
701 CATHEDRAL STREET, BALTIMORE MD 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

Dated: 7/15/89

HARBOR LEASING ASSOCIATES

Name of Secured Party

Signature of Secured Party

MARK M. CAPLAN, PARTNER

Type or Print (Include Title if Company)

278876

Financing Statement

547 159

Record in:

- ☐ Not Subject to Recordation Tax
- ☒ Subject to Recordation Tax;
Principal Amount is \$350,000.00
See attached certificate
- ☐ To Be Recorded in Land Records of _____

- ☐ SDAT
Anne
☒ Arundel County
- ☐ Other _____

NAME	ADDRESS
1. Debtor(s)	Street City State
Lube Cube, Inc.	Suite 7, Brightview Business Center Millersville, MD 8360 Maryland Route 3 21108

2. Secured Party: CHASE BANK OF MARYLAND
10 East Baltimore Street
Baltimore, Maryland 21202

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check ☐ one or more boxes as applicable:

☒ All Equipment - All machinery, equipment (including automotive equipment), fixtures, appliances, implements, furniture, cooling and heating apparatus, and all such goods of similar nature used in, or in connection with, any real estate or establishment owned, leased, or in the possession of the Debtor, in the operation of the Debtor's business, now owned or hereafter acquired, together with all the appurtenances or parts thereto belonging, or which hereafter may be added or attached thereto, and all replacements, substitutions therefor or thereto, including, without limiting the generality of the foregoing, all such goods listed in the schedule hereto attached (if attached) made a part hereof and marked "Schedule A."

☒ Inventory, Etc. - All inventory, documents of title and general intangibles of the Debtor, including but not limited to, income tax refunds, copyrights, license rights, patent rights, trademarks and good will, now existing or hereafter arising.

☒ Accounts Receivable, Etc. - All accounts, contract rights, instruments, chattel paper and general intangibles of the Debtor, including but not limited to, income tax refunds, copyrights, license rights, patent rights, trademarks and goodwill now existing or hereafter arising.

RECORD FEE 17.00
GENERAL TAX 59.50
10/16/89

H. DALE SCHAFER
CIRCUIT COURT

172
59.50

☐ Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

If none of the foregoing boxes are checked, this Financing Statement applies to all of the above types of property.

☐ If collateral is goods which are or are to become fixtures, the above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

SECURED PARTY:

CHASE BANK OF MARYLAND

By: C. Richard Gamper, Jr.

C. Richard Gamper, Jr.
(Type Name)

Vice President

(Title)

DEBTOR(S):

LUBE CUBE, INC.

By: Joseph P. Allwein

Joseph P. Allwein, President

Type or Print Name and Title of
Each Signature

October 13, 1989
(Date Signed by Debtor(s))

547 161

CERTIFICATE AS TO MARYLAND RECORDATION TAX COMPUTATION
WHEN COLLATERAL CONSISTS OF BOTH REAL AND
PERSONAL PROPERTY (i) LOCATED PARTLY IN THE STATE
AND/OR (ii) LOCATED IN MORE THAN ONE COUNTY AND/OR
(iii) INCLUDES EXEMPT COLLATERAL
(PURSUANT TO SECTIONS 12-105(a)(3), 12-108(k)
AND 12-110(b) OF THE TAX-PROPERTY ARTICLE)

TO: Clerk, Circuit Court of Anne Arundel County (the "County")

RE: Loan in the original principal amount of \$ 350,000 from
Chase Bank of Maryland
to Lube Cube, Inc.
(the "Debtor").

With respect to the Loan and the collateral for the Loan, with respect to which the accompanying Deed of Trust/Mortgage and/or Financing Statement(s) (the "Instruments") are being given, the undersigned certifies to the best of its knowledge and information as follows:

1. Total principal amount of debt secured \$ 350,000.00
2. Fair market value of all collateral \$ 418,000.00
3. Fair market value of all collateral located outside the County \$ -0-
4. Fair market value of exempt personal property collateral located within the County:
 - a. Inventory \$ _____
 - b. Contract rights, general intangibles and accounts \$ 418,000.00
 - c. Farm products or equipment used in farming operations \$ _____
 - d. Vehicles and vessels \$ _____

Total fair market value of exempt collateral (sum of a through d) \$ 418,000.00
5. Fair market value of nonexempt personal property collateral located within the County \$ 10,000.00
6. Fair market value of real property collateral located within the County \$ _____
7. Computation of Recordation Tax Due to the County:
 - a. Fair market value of collateral subject to Recordation Tax (#2 minus #s 3 and 4) \$ 10,000.00

547-162

- b. Computation of Portion of Debt That is Subject to Recordation Tax in the County upon the filing of Instruments:

Total Debt Secured (#1 above)	x	Value of Nonexempt Collateral in the County (#7a above) Value of All Collateral (#2 above)	=	Portion of Debt Secured by the Instruments Taxable in the County
-------------------------------	---	---	---	--

\$ 350,000. ⁰⁰	x	\$ 10,000. ⁰⁰ \$ 428,000. ⁰⁰	=	\$ 8,178. ⁰⁰
---------------------------	---	---	---	-------------------------

- c. Computation of Recordation Tax:

Portion of Debt Secured Taxable in the County (#7b above)	x	Rate of Recordation Tax in the County	=	Recordation Tax Payable
\$ 8,178. ⁰⁰	x	\$ 3.50 \$ 500	*	\$ 59. ⁵⁰

* The rate of \$ 3.50 is applied to each \$500 or fraction thereof (e.g., if the principal amount of the debt secured is \$501 and the rate is \$2.20 per \$500 then the tax due on the instrument is a full \$4.40).

LUBE CUBE, INC.

By: Joseph P. Allwein
Joseph P. Allwein, President

278877

040096

517-163

Debtor or Assignor Form

FINANCING STATEMENT

- ☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal
Amount is \$ 25,000.00

☐ To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Business & Professional Services, Ltd.

P.O. Box One
Severna Park, Md. 21146

Secured Party

Address

Farmers National Bank of Maryland

5 Church Circle
Annapolis, Md. 21401

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate
list if necessary

1. This Financing Statement covers the following types (or items) of property
(the collateral):

Four (4) Compaq Computers Ser. # 4931HZ3H0869,
0569, 2316 & 2392. One (1) Hewlett Packard
Laserjet Ser # 2914A89533. Three (3) IBM
Printers Ser. # 3493959, 3493924 & 3493867
and accessories.



POSTAGE

#4931HZ3H0869

10/16/87

FILE NUMBER

10/16/87

2. The collateral property is affixed or to be affixed to or is or is to be crops on the
following real estate:

3. ☐ Proceeds } of the collateral are also specifically covered.
☐ Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the
address stated.

Debtor (or Assignor)
Business & Professional Services, Ltd.
Robert B. Donald
Robert B. Donald - President

Secured Party (or Assignee)

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

BY

Earl C. McNay
Earl C. McNay, Assistant Vice President

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

278878

MD 547 RE 164

FINANCING STATEMENT

DEBTOR: Richard G. Dunne and Kathryn F. Dunne, t/a
The Irish Centre, Annapolis, Maryland
158 Main Street
Annapolis, MD 21402

SECURED PARTY: The Irish Centre, Inc.
a New Jersey Corporation
1120 Third Avenue
Spring Lake, NJ 07762

This Financing Statement covers the following types of property:

1. All equipment, furnishings, materials used or consumed in Debtor's business, now owned or hereafter acquired.
2. All inventory now owned or hereafter acquired.
3. All proceeds of and contracts relating to any and all secured property.
4. All accounts receivable.
5. All leases, leased premises and leasehold improvements.
6. All bank accounts of the Debtor.

This transaction is not subject to the recordation tax imposed by Title 12 of the Tax Property Article.

Witness

Richard G. Dunne

Witness

Kathryn F. Dunne

Dated: 8/30/89

2U-t

278879

547 165

Not to be recorded
in Land Records

Subject to recordation
tax:
Principal Amount is
\$2,400,000.00

The appropriate amount of recordation tax has been paid and evidence is affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel, Maryland and given as security in the same loan.

FINANCING STATEMENT

1. Debtor:

AJ, Inc.

Address:

2800 52nd Avenue
Bladensburg, Maryland 20710

2. Secured Parties:

NCNB National Bank
of Maryland

Helen M. Schwarz,
Trustee

Kimberly G. Cresic,
Trustee

Address of all Secured
Parties:

c/o NCNB National Bank
of Maryland
201 N. Charles Street
Baltimore, Maryland 21201
Attention: Private Banking

3. This Financing Statement covers

(a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and

178 50

547-166

compressors, landscaping, swimming pools, lawn and garden equipment, security systems, 1000 ton cement silo, truck scales, rail car unloading terminal, rail siding, and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

4. The aforesaid items are included as security in a Deed of Trust given by Debtor to Helen M. Schwarz and Kimberly G. Cresic, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to NCNB National Bank of Maryland.
5. Proceeds of collateral are also covered.
6. The land consists of approximately 13.693 acres located along Brock Bridge Road, Annapolis Junction, Anne Arundel County, Maryland and is more particularly described in the Deed of Trust referred to above.

Debtor:

AJ, Inc.

By Michael D. Block
Michael D. Block,
Secretary/Treasurer

To the Filing Officer: After this statement has been recorded, please mail the same to: George R. A. Jones, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

Man in George R. A. Jones

The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland Recordation Tax. The secured party is the "seller" of the collateral.

ANNE ARUNDEL CLERK OF CIRCUIT COURT

547 167

278830

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If this statement is to be recorded in land records check here. ☐

FINANCING STATEMENT

Identifying File No. _____

If subject to recordation indicate amount of debt below.

\$ _____

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (OR ASSIGNOR)

Name Howard Wadkins T/A WADKINS CONSTRUCTION COMPANY

Address 8338 Elm Road, Millersville, MD 21108

2. SECURED PARTY (OR ASSIGNEE)

SECURED PARTY:

Name Equipment Finance, Inc.

Address P.O. Box 4926

Lancaster, PA 17604

ASSIGNEE:

EQUIPMENT FINANCE, INC.

P. O. Box 4926

Lancaster, PA 17604

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Used Lull Telescopic Forklift, Model 644, S/N P-471-N
Complete with all attachments now and hereinafter acquired.

CHECK ☐ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)

☐ (If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)

☒ (If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

Howard Wadkins T/A
WADKINS CONSTRUCTION COMPANY

(Signature of Debtor or Assignor)

Howard D. Wadkins
(Signature of Debtor or Assignor)

Equipment Finance, Inc.

(Signature of Secured Party or Assignee)

James L. Harris / BST/V
(Signature of Secured Party or Assignee)

10.8

547 168

278851

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 5,000.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 10/3/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Atlantic Irrigation Company, Inc.

Address 720 Sumpter Road, Davidsonville, Maryland 21035

2. SECURED PARTY

Name United Bank & Trust Company of Maryland

Address 9420 Pennsylvania Avenue, Upper Marlboro, Md. 20772

Attn: K.M. Logan

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

3 Motorola radios Model # D37KGA5JB7EK 900 Trunk PP EXP 30W

Serial #'s: 604HPS0456

604HPS0457

604HPS0458

RECORD FEE 11.00
RECORD DUE 10.00
POSTAGE 1.00
H. BILL WEAVER
AA CO. FIDELITY GUAR

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Atlantic Irrigation Company, Inc.

Steven H. Flury
(Signature of Debtor)

Steven H. Flury, Pres.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

UNITED BANK & TRUST COMPANY OF MARYLAND

Maureen Cowger
(Signature of Secured Party)

Maureen Cowger, Branch Manager

Type or Print Above Name on Above Line

15
35
0

PARTIES
Debtor name (last name first if individual) and mailing address:

Franki Northwest Co.
P.O. Box 3487
Crofton, MD 21114

Debtor name (last name first if individual) and mailing address:

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

BECKWITH MACHINERY COMPANY
Mail Address — P.O. Box 8718
Pittsburgh, PA 15221
Legal Address — Route 22 East
Murrysville, PA 15668

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):

- ☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively
- ☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- ☐ Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

- a ☐ acquired after a change of name, identity or corporate structure of the Debtor.
- b ☐ as to which the filing has lapsed
- c. already subject to a security interest in another county in Pennsylvania:
☐ when the collateral was moved to this county
☐ when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction:
☐ when the collateral was moved to Pennsylvania.
☐ when the Debtor's location was moved to Pennsylvania.
- e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

☒ **F. A. Holcomb, Vice Pres.-Finance**
☐ **T. J. Fleury, Treasurer**

STANDARD FORM - FORM UCC-1 (1-1-89)
Approved by Secretary of Commonwealth of Pennsylvania
FORM 431 4-89

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on
reverse side of page 4 before completing

278852

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

This **Financing Statement Change** is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- ☐ Secretary of the Commonwealth.
- ☒ **CLERK OF ANNE ARUNDEL** County, MD
- ☐ real estate records of _____ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters): 931C 2BJ54

COLLATERAL

Identify collateral by item and/or type:

One (1) Used Caterpillar 931C, S/N 2BJ54

☐ (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):

- a ☐ crops growing or to be grown on -
- b ☐ goods which are or are to become fixtures on -
- c ☐ minerals or the like (including oil and gas) as extracted on -
- d ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book _____ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) _____
for _____ County. Uniform Parcel Identifier _____

☐ Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 *John Zyga*
1a **JOHN ZYGAS, JOB SUPERINTENDENT**

RETURN RECEIPT TO:

BECKWITH MACHINERY COMPANY
ATTN: Finance Department
P.O. Box 8718
Pittsburgh, PA 15221

FILING OFFICE ORIGINAL

NOTE - This page will not be returned by the Department of State.

SP-35
XKMO

547-170

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE,
ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST ADDRESS ES)

Niedzielski, Mary K
460 Century Vista Dr.
Arnold, MD 21012

2. SECURED PARTY(IES) AND ADDRESSES

FORD MOTOR CREDIT COMPANY
10710 MIDLOTHIAN TURNPIKE
P. O. BOX 36387
RICHMOND, VA. 23235

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

Book 520 Page 99

3. This statement refers to original Financing Statement # 270627 - Dated 11/17/89

A. Continuation. ☐

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release. ☐

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment. ☐

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:

D. Termination. ☒

The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

RECORDED
POSTAGE

#48657 077 105 10-11

10 10-11

H. J. TOWNE

AB CO. 11 UNIT 1251

4. This transaction is exempt from the Recording Tax.

Filed with: Clark, Annapolis, MD

Ford Motor Credit Co.
(NAME OF SECURED PARTY)

Dated: Oct 9, 1989

By: L. Ross

F M C C
JUN 65 7288-M (MARYLAND ONLY)

105

5002

547-171

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE,
ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST ADDRESS)

Ham, Harry
1079 A MD Rt 3
Gambrells, MD 21054

2. SECURED PARTY(IES) AND ADDRESS(ES)

FORD MOTOR CREDIT COMPANY
10710 MIDLOTHIAN TURNPIKE
P. O. BOX 36387
RICHMOND, VA. 23235

FOR FILING OFFICER DATE, TIME, NUMBER AND FILING OFFICE

Book 509 Page 505

3. This statement refers to original Financing Statement No. 264556 Dated: 11-10-80

A. Continuation. ☐

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release. ☐

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment. ☐

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:

D. Termination. ☒

The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

RECORDING FEE

POSTAGE

RECEIVED

AA

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel County

Ford Motor Credit Co
NAME OF SECURED PARTY

Dated: Oct. 9, 1989

By: R. Ross
L. Ross

F M C C
JUN 65 7288-M (MARYLAND ONLY)

1155

PARTIES	
Debtor name (last name first if individual) and mailing address	
LASHESKI JAMES M. LOT D-39 HOLIDAY MOBILE ESTATES JESSUP MD 20794	
1	
Debtor name (last name first if individual) and mailing address:	
LOT D-39 HOLIDAY MOBILE ESTATES JESSUP MD 20794	
1a	
Debtor name (last name first if individual) and mailing address:	
1b	
Secured Party(ies) names(s) (last name first if individual) and address for security interest information:	
MOBILE HOME ASSOCIATES CLARK ROAD JESSUP, MD 20194	
2	
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:	
GREEN TREE ACCEPTANCE, INC. 3062 FS BUSINESS CENTER WOODBIDGE, VA 22192	
2a	
Special Types of Parties (check if applicable):	
<input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively	
<input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively	
<input type="checkbox"/> Debtor is a Transmitting Utility	
3	
SECURED PARTY SIGNATURE(S)	
This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):	
a. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor	
b. <input type="checkbox"/> as to which the filing has lapsed	
c. already subject to a security interest in another county in Pennsylvania:	
<input type="checkbox"/> when the collateral was moved to this county	
<input type="checkbox"/> when the Debtor's residence or place of business was moved to this county	
d. already subject to a security interest in another jurisdiction:	
<input type="checkbox"/> when the collateral was moved to Pennsylvania	
<input type="checkbox"/> when the Debtor's location was moved to Pennsylvania	
e. <input type="checkbox"/> which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement)	
Secured Party Signature(s) (required only if box(es) is checked above):	
MOBILE HOME ASSOCIATES	
by <i>[Signature]</i>	
4	

STANDARD FORM - FORM UCC-1 (1-1-89)
Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT Uniform Commercial Code Form UCC-1 IMPORTANT-Please read instructions on reverse side of page 4 before completing	
547-172 278853	
Filing No. (stamped by filing officer)	
Date, Time, Filing Office (stamped by filing officer)	
5	
This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and is to be filed with the (check applicable box)	
<input type="checkbox"/> Secretary of the Commonwealth	
<input type="checkbox"/> Prothonotary of _____ County	
<input type="checkbox"/> real estate records of _____ County	
6	
Number of Additional Sheets (if any)	
7	
Optional Special Identification (Max. 10 characters):	
8	
COLLATERAL	
Identify collateral by item and/or type:	
1982 FAIRMONT SHANNON 14 X 70 SERIAL # 0679X AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."	
<input type="checkbox"/> (check only if desired) Products of the collateral are also covered	
9	
Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)):	
a. <input type="checkbox"/> crops growing or to be grown on -	
b. <input type="checkbox"/> goods which are or are to become fixtures on -	
c. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on -	
d. <input type="checkbox"/> accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -	
the following real estate	
Street Address:	
Described at: Book _____ of (check one) <input type="checkbox"/> Deeds <input type="checkbox"/> Mortgages, at Page(s) _____	
for _____ County Uniform Parcel Identifier _____	
<input type="checkbox"/> Described on Additional Sheet	
Name of record owner (required only if no Debtor has an interest of record)	
10	
DEBTOR SIGNATURE(S)	
Debtor Signature(s):	
LASHESKI JAMES M. <i>James M. Lasheski</i>	
1a	
1b	
11	
RETURN RECEIPT TO:	
GREEN TREE ACCEPTANCE, INC.	
3062 FS BUSINESS CENTER WOODBIDGE, VA 22192	
12	

FILING OFFICE ORIGINAL
NOTE - This page will not be returned by the Department of State.

REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

547-173

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278801

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated September 28, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name General Elevator Company, Incorporated

Address 601 Nursery Road Linthicum Heights, MD 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., Suite 106 Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) New Harris/3M MDL# 6213 Copier
s/n 8621707Y with all attachments and accessories

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY.

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Robert Gentry, Controller
(Signature of Debtor)

Robert Gentry, Controller
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11/50

STATE OF MARYLAND
FINANCING STATEMENT 517-174
FORM UCC-1

Identifying File No. 278555

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

CONTRACT # 29820 -819479

Name Gary N. Wheeler

Address 9090 Annapolis Rd Edgewater, MD 21037

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.,

Address 15410 CHRYSLER DRIVE

UPPER MARLBORO, MD 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 Kubota F2400 Mowing Tractor, Ser.#11222

1 Kubota RC72-F24 Mower, Ser.#10366

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

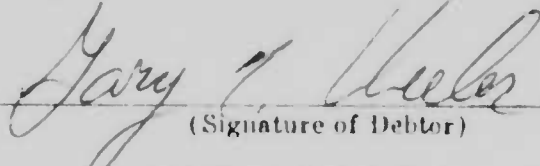


"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"
CHECK ☐ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

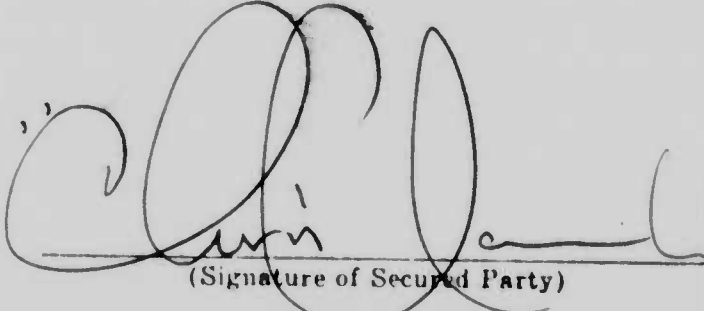
☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)


(Signature of Debtor)

Gary N. Wheeler
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party)

CHRIS HANBURGER, GENERAL MANAGER
Type or Print Above Signature on Above Line

547 175

FILED ANNE ARUNDEL CO.
EIN#52-1629322

278856

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ANNAPOLIS GOLF CLUB - GEORGE E. GRAEFE, III - PRES.
Address 2638 CARROLLTON ROAD ANNAPOLIS, MD. 21403

2. SECURED PARTY

Name JOHN DEERE COMPANY
Address P.O. BOX 65090
WEST DES MOINES, IA. 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1--NEW JOHN DEERE 22 W.B. GREENSMOWER S#E00022G791672

TW

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Annapolis Golf Club
(Signature of Debtor)

ANNAPOLIS GOLF CLUB

Type or Print Above Name on Above Line

George E. Graefe, III
(Signature of Debtor)

GEORGE E. GRAEFE, III - PRES.

Type or Print Above Signature on Above Line

Donald L. Jackson
(Signature of Secured Party)

JOHN DEERE COMPANY

Type or Print Above Signature on Above Line

17.0

547-176

278887

Instructions	
This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.	
No of Additional Sheets Presented	
3. <input type="checkbox"/> The Debtor is a transmitting utility	
4. For Filing Officer: Date, Time, No. Filing Office	
1. Debtor(s) (Last Name First) and Address(es)	2. Secured Party(ies) Name(s) and Address(es)
Cox Creek Refining Company PO Box 3407 Baltimore, Maryland 21226 U.S.A.	Possehl Erzkantor GmbH World Trade Centre St. Katherines by the Tower London E1 9AA
5. This Financing Statement covers the following types (or items) of property: NOT SUBJECT TO RECORDATION TAX. All goods, money, instruments, accounts, accounts receivable, inventory goods, contract rights, documents, chattel paper and general intangibles now or hereafter owned by the debtor and wherever located, and shall include proceeds, products and accessions of and to any thereof.	
6. Assignee(s) of Secured Party and Address(es)	
7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on. *(Describe Real Estate Below)	
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9. Name of a Record Owner
No. & Street Town or City County Section Block Lot	
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.	
Cox Creek Refining Company	Possehl Erzkantor GmbH
By <u>[Signature]</u> VP-CFO	By <u>[Signature]</u>
(3) Filing Officer Copy Numerical	
5/82	
STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York	

B127546

517-177

278858

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional
Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es):
Paul A. Gaug T/A
Gaug's Excavating & Demolition
Service
1478-A St. Stephens Church Road
Crownsville, MD 21032

(2) Secured Party(ies) (Name(s) And Address(es))
Alban Tractor Co., Inc.
P. O. Box 9595
Baltimore, MD 21237

M-35048A

(3) (a) ☐ Collateral is or includes fixtures.
(b) ☐ Timber, Minerals or Accounts Subject
to G.S. 25-9-103(5) are covered
(c) ☐ Crops Are Growing Or To Be Grown
On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real
estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For
Filing
Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #953 Track Loader S/N 20Z02532

NOT SUBJECT TO RECORDATION TAX

☒ Products of the Collateral Are Also Covered.

(6) Signatures Debtor(s)
Paul A. Gaug T/A

Gaug's Excavating & Demolition Service

(By) Paul Gaug Owner

Standard Form Approved by N.C. Sec. of State
and other states shown above.

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

(1) Collateral is subject to Security Interest In Another Jurisdiction
and ☒

☐ Collateral Is Brought Into This State

☐ Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-13

547-178

275889

FINANCING STATEMENT

- 1 ☒ To Be Recorded in the Land Records at Anne Arundel County
2 ☒ To Be Recorded among the Financing Records at _____
3 ☐ Not subject to Recordation Tax
4 ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 3,450,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5 Debtor(s) Name(s) R. Lumber Center, Inc. Address(es) 645 Mayo Road
Edgewater, Maryland 21037
3125 Solomons Island Road
Edgewater, Maryland 21037
6 Secured Party: Maryland National Bank Address: Department Anne Arundel Review Unit
Attention: Lisa C. Edwards Post Office Box 987, Mailstop 500-270
Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☒ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☒ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is see attached schedule a (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

All Furniture, Fixtures, and Leaseholds, of each Debtor, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

Debtor: R. Lumber Center, Inc.

Secured Party: Maryland National Bank

By: Donald G. Ploss (Seal)
Type name and title, if any: Donald G. Ploss, President

By: Michael J. Mishou (Seal)
Type name and title, if any: Michael J. Mishou
Vice President

By: David J. Temple (Seal)
Type name and title, if any: David J. Temple, Secretary/Treasurer

207-95 REV 1/86

MARYLAND NATIONAL BANK

Mail To:
Maryland National Bank
Attn: AARU
1713 West Street
Annapolis, Maryland 21403

363 669-0019

547-179

MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

SCHEDULE A

This is the Schedule A to:

- ☐ a deed of trust
☐ an indemnity deed of trust
☐ a security agreement
☒ a financing statement

dated September 11 19 89 and executed by R. Lumber Center, Inc.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued):

The Record Owner of the Real Estate known as 645 Mayo Road, Edgewater, Maryland is Donald G. Ploss and David J. Temple.

The Record Owner of the Real Estate known as 3125 Solomons Island Road, Edgewater, Maryland is Frank Lowman.

GRANTOR/DEBTOR

By: Donald G. Ploss Pres (SEAL)

Name: Donald G. Ploss

Title: President

GRANTOR/DEBTOR

By: David J. Temple (SEAL)

Name: David J. Temple

Title: Secretary/Treasurer

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

547-180

CERTIFICATION FOR ALLOCATION
OF MARYLAND RECORDATION TAX

TO: Clerk of the Court for Anne
Anne Arundel County

RE: R. Lumber Center, Inc.

Date: September 11, 1989

With respect to the above referenced loan and to the personal property (the "Collateral") securing that loan, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

1. Value of exempt Collateral \$ 3,672,000.00
2. Value non-exempt Collateral \$ 931,000.00
3. Value of Total Collateral \$ 4,603,000.00
4. Computation of Amount of Debt Exempt from Recordation Tax:

	Total Amount of Debt Secured	x		=	
Value of Exempt Collateral					Amount of Debt Exempt from Tax
Value of Total Collateral					
\$ <u>3,672,000.00</u>			\$ <u>3,450,000.00</u>		\$ <u>2,752,205.00</u>
\$ <u>4,603,000.00</u>					

	- Amount of Debt Exempt from Tax	=		=	
Loan Amount					Amount of Non-Exempt Debt
\$ <u>3,450,000.00</u>			\$ <u>2,752,205.00</u>		\$ <u>697,795.00</u>

6. Recordation Tax Due on Non-Exempt Debt:

	Tax Rate Per \$1,000	x		=	
Amount of Non-Exempt Debt					Recordation Tax Due
\$ <u>697,795.00</u>			\$ <u>7.00</u>		\$ <u>4,886.00</u>

**Figure rounded up to nearest \$500.00
\$698 x 7 = 4,886.

By: Donald G. Ploss (SEAL)
Donald G. Ploss, President

By: David J. Temple (SEAL)
David J. Temple, Secretary/
Treasurer

547 181

278800

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☐ To Be Recorded among the Financing Statement Records at _____
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s)
Willow Enterprises, Inc

Address(es)
325 Roesler Rd Glen Burnie, Md 21061

6. Secured Party
Willow Enterprises, Inc
Attention: Louis Wilner

Address 325 Roesler Rd, Glen Burnie, Md
21061

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed to or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Willow Enterprises, Inc (Seal)

Secured Party

Larry Wilner (Seal)
Lt Larry Wilner Pres

Willow Enterprises, Inc (Seal)

Larry Wilner (Seal)
Larry Wilner

Type name and title
Louis Wilner- Sec Treas

Assignee- Firestone Financial Corp
38 Glen Ave, Newton Center, Mass
02159

SCHEDULE A

This Schedule A is attached to and made a part of a

installment contract between Willow Enterprises, Inc (Seller) and

Willow Enterprises, Inc(Buyer) dated October 9, 1989

5 New Wurlitzer 1015 Music Boxes 13065750-13065772-13065812
130834-130849

2 New Atari Hard Driving Sit Down Games-A4456-A4489

6 New Betson Cranes 12044-12067-12090-12073-12056-12089

2 New Rowe C.D. Music Boxes-R33418-R33492

547 183

278891

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Records at Anne Arundel County
3. ☐ Not subject to Recordation Tax
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ 1,260,000. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to See Exhibit B Attached Hereto

5. Debtor(s) Name(s):

Address(es):

Hi Gear Tire & Auto Supply, Inc.

110 Ritchie Road
Capitol Heights, Maryland 20743

6. Secured Party: Maryland National Bank

Address: Department P.G. Howard Middle MarketAttention: Peter L. HicklingPost Office Box 987, Mailstop 500277
Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☒ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is Severna Park
(to be completed if the Debtor does not have an interest of record in the real estate.) Mall Associates

Description of Collateral (or Real Property): (Continued on Schedule A)

575 Ritchie Highway
Severna Park, Maryland 21146Debtor: Hi Gear Tire & Auto Supply, Inc.

Secured Party: Maryland National Bank

By: Cal Hudson - President (Seal)

Type name and title, if any

By: Peter L. Hickling (Seal)Type name and title: Peter L. Hickling
Vice President

207-95 REV 1/86

MARYLAND NATIONAL BANK

1350

547-184

Exhibit B

CERTIFICATION AS TO ALLOCATION
FOR MARYLAND DOCUMENTARY STAMPS

To: THE CLERK OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
THE CLERK OF THE CIRCUIT COURT FOR PRINCE GEORGES COUNTY
THE CLERK OF THE CIRCUIT COURT FOR CALVERT COUNTY

With respect to indebtedness in the amount of \$1,260,000 to Maryland National Bank of Hi-Gear Tire & Auto Supply, Inc., the undersigned hereby certifies that (a) the portion of the collateral (the "Collateral") that is working capital exempt from recordation tax has been valued at \$1,050,000 for the purposes of the indebtedness, (b) the portion of the Collateral that is equipment located in Virginia and therefore exempt from recordation tax is \$120,000 (c) the portion of the collateral that is equipment subject to recordation tax situated in Anne Arundel County, Maryland has been valued at \$30,000, (d) the portion of the collateral that is equipment subject to recordation tax situated in Prince Georges County, Maryland has been valued at \$30,000, (e) the portion of the collateral that is equipment subject to recordation tax situated in Calvert County, Maryland has been valued at \$30,000, and (f) the value of each portion of the collateral and the percentage and amount of indebtedness (for which stamps are to be affixed) attributable to each such portion of the Collateral is as follows:

<u>Types of Collateral</u>	<u>Value</u> ¹	<u>Percentage of Consideration</u> ²	<u>Amount of Consideration</u> ³	<u>Recordation Tax</u> ⁴
Unsecured loan exempt from recordation tax	\$1,050,000	83.33%	\$1,049,950	N/A
Equipment located outside of the state of Maryland exempt from recordation tax	\$ 120,000	9.53%	\$ 120,078	N/A
Equipment in Anne Arundel County subject to recordation tax	\$ 30,000	2.38%	\$ 29,988	\$210.00

547-185

Equipment in Prince Georges County subject to recordation tax	\$ 30,000	2.38%	\$ 29,988	\$132.00
Equipment in Calvert County subject to recordation tax	\$ 30,000	2.38%	\$ 29,988	\$198.00
TOTAL	\$1,260,000	100%	\$1,260,000	\$540.00

The Debtor certifies that recordation tax on the principal amount of \$1,260,000 was paid upon the filing of the Financing Statements accompanying this certificate to: (a) Clerk, Circuit Court for Anne Arundel County in the amount of \$210.00; (b) Clerk, Circuit Court for Prince Georges County in the amount of \$132.00; and (c) Clerk, Circuit Court for Calvert County in the amount of \$198.00.

HI-GEAR TIRE & AUTO SUPPLY, INC.

BY: Al Shuster (SEAL)

¹ Fair Market Value


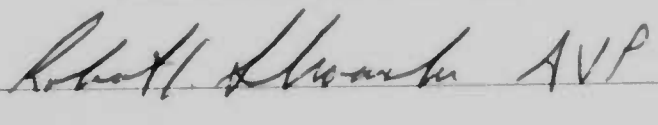

² Calculated on the basis of the following formula:

Value of inventory or value of equipment divided by
sum of value of inventory and value of equipment

³ Calculated on the basis of the following formula:

Percentage of consideration multiplied by amount
of indebtedness

⁴ Based upon \$3.50 per \$500.00 of indebtedness - Anne Arundel
County, Maryland
Based upon \$2.20 per \$500.00 of indebtedness - Prince Georges
County, Maryland
Based upon \$3.30 per \$500.00 of indebtedness - Calvert County,
Maryland

PARTIES		FINANCING STATEMENT	
Debtor name (last name first if individual) and mailing address: Octorara Publishing Co. H. James Wolf P.O. Box 998 Rising Sun, MD 21911		547 186 Uniform Commercial Code Form UCC-1 IMPORTANT — Please read instructions on reverse side of page 4 before completing	
Debtor name (last name first if individual) and mailing address:		Filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer):	
Debtor name (last name first if individual) and mailing address:		This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box): <input type="checkbox"/> Secretary of the Commonwealth <input type="checkbox"/> Prothonotary of  County <input type="checkbox"/> real estate records of _____ County	
Debtor name (last name first if individual) and mailing address:		Number of Additional Sheets (if any):	
Secured Party(ies) name(s) (last name first if individual) and address for security interest information: Bank of Lancaster County, N.A. 201 E. Oregon Road P.O. Box 5365 Lancaster, PA 17601		Optional Special Identification (Max. 10 characters):	
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:		COLLATERAL	
Special Types of Parties (check if applicable): <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively. <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively. <input type="checkbox"/> Debtor is a Transmitting Utility		Identify collateral by item and/or type: MACintosh SE/30 - F9375J4K01 Macintosh SE/30 - F92489YK01 Lazer Writer II - CA9037WR M6000 CD Disc Drive - F9360MCMZ850 Scan Jet Plus - 2812J18566	
SECURED PARTY SIGNATURE(S)		(check only if desired) Products of the collateral are also covered	
This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)) — a. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor. b. <input type="checkbox"/> as to which the filing has lapsed. c. already subject to a security interest in another county in Pennsylvania — <input type="checkbox"/> when the collateral was moved to this county <input type="checkbox"/> when the Debtor's residence or place of business was moved to this county d. already subject to a security interest in another jurisdiction — <input type="checkbox"/> when the collateral was moved to Pennsylvania <input type="checkbox"/> when the Debtor's location was moved to Pennsylvania e. <input type="checkbox"/> which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).		Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)) — a. <input type="checkbox"/> crops growing or to be grown on — b. <input type="checkbox"/> goods which are or are to become fixtures on — c. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on — d. <input type="checkbox"/> accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on — the following real estate: Street Address: Described at: Book _____ of (check one) <input type="checkbox"/> Deeds <input type="checkbox"/> Mortgages, at Page(s) _____ for _____ County Uniform Parcel Identifier _____ <input type="checkbox"/> Described on Additional Sheet. Name of record owner (required only if no Debtor has an interest of record)	
Secured Party Signature(s) (required only if box(es) is checked above):  AVP		DEBTOR SIGNATURE(S)	
		Debtor Signature(s): 1 	
		1a	
		1b	
		RETURN RECEIPT TO:	

547-187

FINANCING STATEMENT

278893

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

JEROME L. TAYLOR, D.C.
Arnold Executive Center, Suite 101
1507 Ritchie Highway
Arnold, Maryland, Anne Arundel Co. 21012

2. NAME AND ADDRESS OF SECURED PARTY:

SMALL BUSINESS ADMINISTRATION, an Agency of the U. S. Government
10 N. Calvert Street, 3rd Floor
Baltimore, Maryland 21202

3. This Financing Statement covers all:

X Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc. and proceeds.

X Inventory, raw materials, etc., including after acquired and proceeds.

X Accounts, including after acquired and proceeds.

X Contract rights, including after acquired and proceeds.

 Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.

 Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: N/A .

5. This transaction is XX, is not exempt from the recordation tax. Principal amount of the Debt is \$ 50,000.00.

DEBTOR:

Jerome L. Taylor D.C. (SEAL)
Jerome L. Taylor, D.C.

AFTER RECORDATION RETURN TO:

SMALL BUSINESS ADMINISTRATION
Equitable Building, 3rd Floor
10 N. Calvert Street
Baltimore, MD 21202

1150

CA 9047-C2253
425-92-3812
577-72-7283

547 188

FINANCING STATEMENT - FORM UCC-1

Identifying File No. 278894

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 3/18/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EARNST E. PAYTON + IRIS O. SCOTT

Address 3704 ETON WAY UPPER MARLBORO MD. 20712

2. SECURED PARTY

Name KAYAK MFG. CORP.

Address ~~3704 ETON~~ 406 N. CRAIN HWY. GLEN BURNIE MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

12 X 20 S.A. KAYAK AWARD WINNING POOL

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Earnst E. Payton
(Signature of Debtor)

EARNST E. PAYTON
Type or Print Above Signature on Above Line

IRIS O. SCOTT
(Signature of Debtor)

IRIS O. SCOTT
Type or Print Above Signature on Above Line

Richard A. Zouls
(Signature of Secured Party)

RICHARD A. ZOULS
Type or Print Above Name on Above Line

547-189

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time and Filing Office)
Dart Card Shop, Inc. 3301 Pennsy Drive Landover, MD 20785	Security Pacific Business Credit Inc. 228 East 45th Street New York, NY 10017	
4. This statement refers to original Financing Statement bearing File No. 262270		
Filed with Anne Arundel Cty. Clerk of Circuit Ct., MD Date Filed June 11 1986		
5. <input type="checkbox"/> Continuation.	The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.	
6. <input checked="" type="checkbox"/> Termination.	Secured party no longer claims a security interest under the financing statement bearing file number shown above.	
7. <input type="checkbox"/> Assignment.	The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.	
8. <input type="checkbox"/> Amendment.	Financing Statement bearing file number shown above is amended as set forth in Item 10.	
9. <input type="checkbox"/> Release.	Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.	
10.		

RECORD FEE 10.00
POSTAGE .50
RABBIT LIT. NO. 110:57
10/18/89
H. ERLE SCHAFER

No. of additional Sheets presented: _____

SECURITY PACIFIC BUSINESS CREDIT INC.

By: [Signature] Signature(s) of Secured Party(ies)

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

(1) Filing Officer Copy: Alphabetical 1050 STANDARD FORM - FORM UCC-3

547 100

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time and Filing Office)
Dart Drug Stores, Inc. 3301 Pennsy Drive Landover, MD 20785	Security Pacific Business Credit Inc. 228 East 45th Street New York, NY 10017	RECORDS POSTAGE \$4.0000 DUE JUN 11 1986 10/15/87 THE CLERK AA CO. CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. <u>262269</u> Filed with <u>Anne Arundel Cty. Clerk</u> <u>of Circuit Ct., MD</u> Date Filed <u>June 11</u> 19 <u>86</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.		

No. of additional Sheets presented:

SECURITY PACIFIC BUSINESS CREDIT INC.

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Murray Markant VP
Signature(s) of Secured Parties

(1) Filing Office Copy - Alphabetical

106 STANDARD FORM - FORM UCC-3

547-191 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 278895

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Innkeepers' Telemanagement & Equipment Corporation

Address 6655 West Mill Road, Milwaukee, WI 53218

2. SECURED PARTY

Name Leasetec Corporation

1401 Pearl Street

Address Boulder, CO 80302

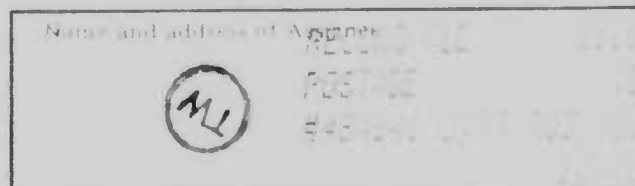
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Hitachi EDX, and other telephone and related call accounting equipment, including all proceeds covered by MLA #101, Schedule 16. See attached sheet for equipment locations.

(ITEC #1) (MD, Anne Arundel)



CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Innkeepers' Telemanagement & Equipment Corporation
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

RICK LEBLANC

Type or Print Above Signature on Above Line

Leasetec Corporation

(Signature of Secured Party)

Alex Merrell, Manager

Type or Print Above Signature on Above Line

547 192

EQUIPMENT LOCATION:

Annapolis Hilton
80 Compromise Street
Annapolis, MD 21401

MLA #101, Schedule 16
(H-E)

547-193

278836

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code		3. Maturity date (if any)
1. Debtor(s) (Last Name First) and address(es) Jakovics, George A., d/b/a Chartwell Country Club Pro Shop St. Ives Drive Severna Park, MD 21146	2. Secured Party(ies) and address(es) G. L. Cornell Company 16031 Industrial Drive Gaithersburg, MD 20877	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: One (1) New 1989 Club Car Gasoline Fairway Villager with headlights, taillights, brake lights, horn, canopy top, windshield, and heavy-duty front bumper		5. Assignee(s) of Secured Party and Address(es) Eaton Credit Corporation 1111 Superior Avenue Cleveland, OH 44114

Not subject to recordation tax - conditional sales contract.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected	Filed with County Clerk
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented.	
By: <u>Jakovics, George A., d/b/a</u> <u>Chartwell Country Club Pro Shop</u> Signature(s) of Debtor(s)	By: <u>G. L. Cornell Company</u> <u>George L. Cornell</u> Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

547-191

278837

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT

(Maryland) Assignee: Ford Motor Credit Co.
PO Box 36476
Richmond, Va. 23235

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) MacDonald, Joseph M. 346 Dameron South Laurel, Md. 20707 Anne Arundle County	2. Secured Party(ies) and Address(es) Gaithersburg Ford Tractor Co. 700 East Diamond Avenue Gaithersburg, Md. 20877
---	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
1-New Master Track Trailer, DOE6-20-#1C9A42S28KG099285

Check if covered: ☐ Proceeds of collateral covered ☐ Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

Joseph M. MacDonald
(SIGNATURE OF DEBTOR)
Joseph M. MacDonald

(SIGNATURE OF DEBTOR)

Gaithersburg Ford Tractor Co.

(NAME OF SECURED PARTY)

By

Mark Jacobs
Mark Jacobs

FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

PRINTED IN U.S.A.

11/02

PARTIES		FINANCING STATEMENT Uniform Commercial Code Form UCC-1 IMPORTANT-Please read instructions on reverse side of page 4 before completing	
Debtor name (last name first if individual) and mailing address: CONNER LEONARD K. LYONS CREEK MHP #63 LOTHIAN MD 20711		Filing No. (stamped by filing officer):	Date, Time, Filing Office (stamped by filing officer):
Debtor name (last name first if individual) and mailing address: CONNER DONNA J. LYONS CREEK MHP #63 LOTHIAN MD 20711		5	
Debtor name (last name first if individual) and mailing address:		This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and is to be filed with the (check applicable box): <input type="checkbox"/> Secretary of the Commonwealth <input type="checkbox"/> Prothonotary of _____ County <input type="checkbox"/> real estate records of _____ County	
1b		6	
Secured Party(ies) names(s) (last name first if individual) and address for security interest information: EASY LIVING, INC 5408 SOUTH MARYLAND BLVD LOTHIAN, MD 20711		Number of Additional Sheets (if any) 7	
2		Optional Special Identification (Max. 10 characters) 8	
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information: GREEN TREE ACCEPTANCE, INC. 3062 PS BUSINESS CENTER WOODBIDGE, VA 22192		COLLATERAL	
2a		Identify collateral by item and/or type: 1980 COMMODORE 14 X 70 SERIAL # NOCE2699A AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE." <input type="checkbox"/> (check only if desired) Products of the collateral are also covered	
Special Types of Parties (check if applicable): <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively. <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively. <input type="checkbox"/> Debtor is a Transmitting Utility		9	
3		Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)): a. <input type="checkbox"/> crops growing or to be grown on b. <input type="checkbox"/> goods which are or are to become fixtures on c. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on d. <input type="checkbox"/> accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on the following real estate: Street Address: Described at Book _____ of (check one) <input type="checkbox"/> Deeds <input type="checkbox"/> Mortgages, at Page(s) _____ for _____ County Uniform Parcel Identifier _____ <input type="checkbox"/> Described on Additional Sheet. Name of record owner (required only if no Debtor has an interest of record)	
SECURED PARTY SIGNATURE(S) This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)): a. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor. b. <input type="checkbox"/> as to which the filing has lapsed c. already subject to a security interest in another county in Pennsylvania: <input type="checkbox"/> when the collateral was moved to this county. <input type="checkbox"/> when the Debtor's residence or place of business was moved to this county d. already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was moved to Pennsylvania. <input type="checkbox"/> when the Debtor's location was moved to Pennsylvania. e. <input type="checkbox"/> which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).		10	
Secured Party Signature(s) (required only if box(es) is checked above): EASY LIVING, INC 1250 Jay Ball President		DEBTOR SIGNATURE(S) Debtor Signature(s): CONNER LEONARD K. <i>Leonard K. Conner</i> CONNER DONNA J. <i>Donna J. Conner</i>	
4		11	
RETURN RECEIPT TO: GREEN TREE ACCEPTANCE, INC. 3062 PS BUSINESS CENTER WOODBIDGE, VA 22192		12	

Butler Leasing Company

547 196

278839

FINANCING STATEMENT (FORM UCC-1)

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE: Easton Petroleum Company, Inc.

8195 Ritchie Highway
Pasadena, MD 21122

LESSOR: BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

THE BANK OF GLEN BURNIE
P. O. Box 70
Glen Burnie, Maryland 21061

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.

35) Sharp Model FO 220 Facsimiles S/N's: 97162332, 97108752, 97100002, 9710022, 9710082,
9710382, 97183103, 97189103, 9710812, 97108382, 97108562, 9710012, 97100102,
97100172, 97100182, 97100242, 97100253, 97100273, 97100132, 97100423, 97100653,
97131903, 97144983, 97200313, 9710053, 971000063, 971000473, 97100003,
97121023, 97121023, 97121043, 97131703, 97197743, 97101153, 97200313
1) Sharp Model FO-5000 Facsimile S/N: 80101008

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND
REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

EQUIPMENT LOCATION: same as above

LESSEE
Easton Petroleum Company, Inc.

LESSOR
BUTLER LEASING COMPANY

BY: M. Marvin Taub Jr. BY: Grace M. Cullage
G.K.V. Pres Grace M. Cullage Vendor Service Man

PRINT NAME & TITLE: M. Marvin Taub Jr.,

FILING OFFICER: Please record and return to: Ex. Vice President
BUTLER LEASING COMPANY
P. O. Box 609
Columbia, Maryland 21045-0609
(301)720-6600 (202)621-8360

FINANCING STATEMENT

547-197

278900

1. ☐ To be recorded in the Land Records
2. ☒ To be recorded among the Financing Statement Records
3. ☐ Not subject to Recordation Tax
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 54,790.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

ANNE ARUNDEL COUNTY

5. Debtor(s) Name(s)

Address(es)

LONNY W. KELLY
MELISSA KELLY

810 REECE RD
SEVERN, MD 21144

6. Secured Party

Address

First Annapolis Savings Bank, FSB

2024 WEST ST.
ANNAPOLIS, MD 21401

Attention ROXANNE RUSS,

(Type name & Title)



RE
REC
POSTAGE
#485240

H. ERLE
AA CO. DIRECT

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ **A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ **B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ **C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ **D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ **E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ **F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ **G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors

✓ Lonny W. Kelly
✓ Melissa D. Kelly

(Seal)

(Seal)

(Seal)

(Seal)

Mr. Clerk: Please return to First Annapolis Savings Bank, FSB, to the officer and at the address set forth in paragraph 6 above.

2-2820 (1/88)

12

385 50



547-1198
First Annapolis Bank SAVINGS FSB

SCHEDULE A

DEBTOR: LONNY W. KELLY
MELISSA KELLY
810 REECE RD
SEVERN, MD 21144

SECURED PARTY: FIRST ANNAPOLIS SAVINGS BANK, FSB
2024 WEST STREET
ANNAPOLIS, MD 21401

COLLATERAL:

- | | | |
|---|--|-------------|
| 1 | 2040XP CABLESS
FUELWOOD PROCESSOR WITHOUT CAB
MODEL 2040XP
SERIAL #6220989 | \$49,000.00 |
| 1 | 204030A
MODEL 204030A 30 FT. CONVEYOR
W/ADJUSTABLE HYDRAULIC LIFT
SERIAL #6170989 | \$7,295.00 |
| 1 | EXTENSION
10 FT. LIVE DECK EXTENSION | \$3,495.00 |

WRITER'S DIRECT DIAL NUMBER

MAIN OFFICE 2024 WEST STREET, ANNAPOLIS, MARYLAND 21401
ANNAPOLIS 266-6100 / BALTIMORE 841-6700 / WASHINGTON (301) 261-6800

• OPERATIONS CENTER 1832 GEORGE AVENUE, ANNAPOLIS, MARYLAND 21401
• ANNAPOLIS 263-7771 / BALTIMORE 269-1108 / WASHINGTON (301) 261-2493

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257681RECORDED IN LIBER 487 FOLIO 439 ON July 30, 1985 (DATE)

1. DEBTOR

Trans-American Leasing Corporation

Name

The Steffey Bldg. Ste 200B 407 Crain Hwy. Glen Burnie, Md. 21061

Address

2. SECURED PARTY

Irvington Federal Savings & Loan Association

Name

7711 Quarterfield Road

Address

Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00

POSTAGE .50

H485720 0777 R03 T14:40

11/18/89

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☒
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

XXXXXXXXXXXXXXXXXXXX

PARTIAL RELEASE ON:

1 1985 International Thermo King Refrig. truck
1HTLDUYN1FHA22212

Dated October 2, 1989

Irvington Federal Savings & Loan Assn.

Susan L. Thompson
(Signature of Secured Party)
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

Anne Arundel County

Loan # 1146

547-200

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257613

RECORDED IN LIBER 487 FOLIO 346 ON 7/29/85 (DATE)

1. DEBTOR

Name J.A.J. Seafood, Inc.
Address 353 Fleagle Road, Glen Burnie, MD 21061

2. SECURED PARTY

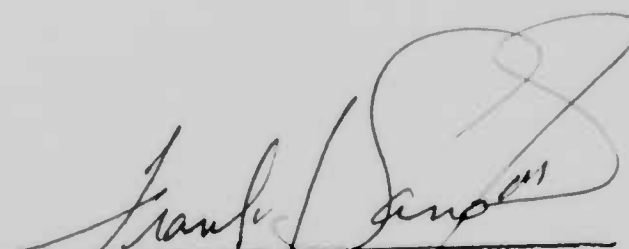
Name Trans-American Leasing Corporation
Address The Steffey Building, Ste. 200 B
407 Crain Highway, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>PARTIAL RELEASE ON: One (1) 1985 International Truck s/n 1HTLDUYN1FHA22212</p>	

RECORD FEE 10.00
POSTAGE .50
#105570 0777 R03 T14:40
10/18/89
H. ERLE SCHAFER
ANNE ARUNDEL COUNTY CIRCUIT COURT


(Signature of Secured Party)
Frank J. Sarro III, Exec. Vice President
Type or Print Above Name on Above Line

Dated 10-11-89

FILED IN ANNE ARUNDEL COUNTY

158

547 - 201



RECORD FEE 14.00
POSTAGE .50
\$483.90 DTT R03 114544
10/18/89

200 W.

5. Assignee(s) of Secured Party and
Address (911) CO. CIRCUIT COURT
ALTON MERCANTILE
3RD. STREET
ALTON, IL 62002

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

Check ☒ if covered. ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No

INURE LINK. JOINTLY AND SEVERALLY RESPONSIBLE

By: _____ By: _____

OF CITICORP

(1) Filing Officer Copy - Alphabetical

1750

STANDARD FORM - FORM UCC-1.

CENTURY FINANCIAL SERVICES GROUP, LTD. LEASE # 3715

- 1 ELECTROHOME ECP-3000 PROJECTOR
- 1 ELECTROHOME RETRO PROJECTION CABINET
- 1 MSI CUSTOM RETRO CABINET INPUT SOURCE PLATE
- 1 COVID 460 INTERFACE W/CABLES
- 1 COVID 700 INTERFACE W/CABLES
- 1 ELECTROHOME ECP-4000 DATA/VIDEO PROJECTOR
- 1 ELECTROHOME CEILING MOUNT
- 1 ELECTROHOME IR REMOTE SWITCHER
- 3 ELECTROHOME DUAL RGB INPUT MODULES
- 1 ELECTROHOME VIDEO INPUT MODULE
- 1 ELECTROHOME 10 PIN HIGH RESOLUTION CABLE
- 1 ELECTROHOME RACK MOUNT KIT FOR IR SWITCHER
- 1 DRAPER PREMIER 5' x 7' CEILING MOUNTED SCREEN WITH LOW VOLTAGE CONTROL PACK
- 1 DRAPER MODEL K PROJECTOR LIFT SYSTEM FOR THE ELECTROHOME ECP-4000 PROJECTOR
- 2 COVID 700 VGA INTERFACES
- 1 COVID MAC II BREAKOUT CABLE
- 1 COVID IBM PS/2 BREAKOUT CABLE
- 1 COVID 460 EGA INTERFACE
- 1 COVID 50-1200-9 BREAKOUT CABLE
- 1 COVID 625 ECL INTERFACE
- 1 COVID ECL BREAKOUT CABLE
- 5 COVID 6' RGB/S 100MHZ CABLES
- 5 MSI RGB/S WALL MOUNTED INPUT PLATES
- 1 PANASONIC AG-1830 S-VHS HIFI VCR
- 1 SONY ST-72 NTSC ON AIR TUNER
- 1 ELMO 35MM SLIDE TO VIDEO TRANSFER SYSTEM
- 1 QSC-1400 AMPLIFIER
- 1 RANE GE-14 2/3 OCTAVE STEREO EQUALIZER
- 4 BES 72D SPEAKERS
- 4 BES 2.8 PLENUM BACK BOXES
- 1 CRESTRON CRESTNET TWO WAY WIRELESS REMOTE CONTROL SYSTEM WITH THE FOLLOWING FUNCTIONS:
 - 1. DATA/VIDEO PROJECTOR: SELECT 6 RGB INPUTS
4 VIDEO INPUTS
BRIGHTNESS UP/DOWN
CONTRAST UP/DOWN
 - 2. STEREO VOLUME CONTROL FOR AUDIO PLAYBACK
 - 3. PROJECTION SCREEN UP/DOWN

THIS SCHEDULE "A" IS ATTACHED HERETO AND MADE A PART HEREOF CENTURY FINANCIAL SERVICES GROUP, LTD. LEASE # 3715 AND CONSTITUTES A TRUE AND ACCURATE DESCRIPTION OF THE EQUIPMENT.

LESSEE: CITICORP AND CITICORP INFORMATION RESOURCES, INC. DBA INSURELINK, JOINTLY AND SEVERALLY RESPONSIBLE

BY:

STEVE KOMAR, VP OF CITICORP

BY:

STEVE KOMAR, CFO OF C.I.R. INC.

SCHEDULE "A"

547 203 PG 2 of 2

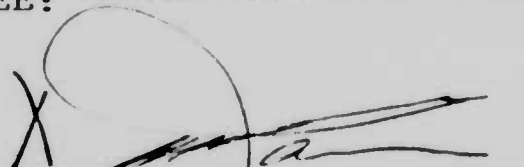
CENTURY FINANCIAL SERVICES GROUP, LTD. LEASE # 3715

4. PROJECTOR LIFT UP/DOWN
 5. VCR TRANSPORT FUNCTIONS
 6. NTSC TUNER, CHANNEL SELECT UP/DOWN
 7. CRESTLINE SYSTEM WITH 5 SCENE SELECTIONS
 8. SHOW START BUTTON, LIGHTS DIM, SCREEN AND PROJECTOR LIFT WILL COME DOWN
 9. SHOW STOP BUTTON, PROJECTOR LIFT AND SCREEN WILL RETRACT, LIGHTS WILL COME UP TO PRESELECTED SCENE
 10. 35MM TO VIDEO SLIDE PROJECTOR FORWARD, REVERSE
- 1 CRESTRON CRESTLINE LOW VOLTAGE DIMMING SYSTEM WITH SIX(6) ZONES OF LIGHTING (EACH ZONE HAS A MAXIMUM OF 1,900 WATTS OF INCANDESCENT LIGHTING) WITH SEVEN (7) SCENES.

THIS SCHEDULE "A" IS ATTACHED HERETO AND MADE A PART HEREOF CENTURY FINANCIAL SERVICES GROUP, LTD. LEASE # 3715 AND CONSTITUTES A TRUE AND ACCURATE DESCRIPTION OF THE EQUIPMENT.

LESSEE: CITICORP AND CITICORP INFORMATION RESOURCES, INC. DBA INSURELINK JOINTLY AND SEVERALLY RESPONSIBLE

BY:


STEVE KOMAR, VP OF CITICORP

BY:


STEVE KOMAR, CFO OF C.I.R., INC.

STATE OF MARYLAND

547-204

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 507994

RECORDED IN LIBER 401 FOLIO 1504 ON 8/28/84 (DATE)

1. DEBTOR

Name Aaron Ferer & Sons

Address 909 Abbott Dr., Omaha, Nebraska 68102

2. SECURED PARTY

Name The Chase Manhattan Bank, N.A.

Address 1 Chase Manhattan Plaza, New York, NY 10081

Wade Wheeler, Marine Midland Bus. Loans, 1101 Walnut, Ste 1100, Kansas City, MO
Person And Address To Whom Statement Is To Be Returned If Different From Above. 64106

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: complete ☒
(Indicate whether amendment, termination, etc.)

termination

Dated

9/26/89

(Signature of Secured Party)

The Chase Manhattan Bank, N.A.

Type or Print Above Name on Above Line

10



RECORD FEE 10.00
#463400-0777 R03 11/14/85
10/18/87
H. PALE SCHAFER
AA 10, CIRCUIT COURT

101-2 P 3-12

547 2115 STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278302 607

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

INSTALLMENT LOAN PLAN NOT SUBJECT TO RECORDATION TAX. CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX. A financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Allied Refuse Movers, Inc.

Address 120 Md., Route 3 North, Millersville, Maryland 21108

2. SECURED PARTY

Name Circle Business Credit, Inc.

Address P.O. Box 436497, Louisville, Kentucky 40243

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Two (2) Conrad 30 cu. yd. Open Top Rectangular Containers, S/N's 064 and 065 including all attachments, additions, replacements, and substitutions to or of said equipment, and all future advances, contract rights, and any and all equipment now owned or hereafter acquired.

Name and address of Assignee
NONE

Filed with Anne Arundel County Clerk- MD

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

EQUIPMENT LEASES ARE SUBJECT TO RECORDATION TAX UNLESS TO PERFECT A SECURITY INTEREST TAKEN OR RETAINED BY A SELLER OF COLLATERAL TO SECURE ALL OR PART OF ITS PRICE.

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Roy C. Hall (Signature of Debtor)

Allied Refuse Movers, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Circle Business Credit, Inc.

Debra Carroll (Signature of Secured Party)

Debra Carroll, Disc. Coordinator

Type or Print Above Signature on Above Line

STATE OF MARYLAND

547-206

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 241106 Bk. 445
Pg. 524

RECORDED IN LIBER _____ FOLIO _____ ON 1/12/82 (DATE)

Anne Arundel County Clerk - Maryland

1. DEBTOR

Name LCP Plastics - N. Carolina, Inc.

Address Raritan Plaza II, Raritan Center, Edison, New Jersey 08837

2. SECURED PARTY

Name Midlantic National Bank

Address 200 Broadacres Drive, Bloomfield, New Jersey 07003

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

Termination

Dated Oct. 6, 1989

Midlantic National Bank

(Signature of Secured Party)

Type or Print Above Name on Above Line

Butler Leasing Company

FINANCING STATEMENT (FORM UCC-1)

547-2017

278993

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE: Central Credit Control, Inc.

7700 Ritchie Hwy.
Harundale Mall
Suite 468
Glen Burnie, MD 21061

LESSOR: BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

THE BANK OF GLEN BURNIE
P. O. Box 70
Glen Burnie, Maryland 21061



RECORDING
POSTAGE
\$1.00
JAN 15 1989
CLERK OF COURT
AA CIV. DISTRICT COURT

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.

Office Furniture
33 Modular Workstations Per Attached Schedule

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND
REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

EQUIPMENT LOCATION: 7225 Parkway Drive, Hanover, MD 21076

LESSEE
Central Credit Control, Inc.

LESSOR
BUTLER LEASING COMPANY

BY: Michael Shure

BY: Grace M Cullage

PRINT NAME & TITLE: MICHAEL SHURE, PRESIDENT Grace M Cullage, Vendor Service Manager

FILING OFFICER: Please record and return to:
BUTLER LEASING COMPANY
P. O. Box 609
Columbia, Maryland 21045-0609
(301)720-6600 (202)621-8360

115

Butler Leasing Company

SCHEDULE EQUIPMENT

547 208

QUANTITY

DESCRIPTION

OFFICE FURNITURE - 33 MODULAR WORKSTATION SYSTEMS INCLUDING:

4	HN801602	VARIABLE HGHT CONNEC
7	HN801604	VARIABLE HGHT CONNEC
22	HN801456	56" END CURVE PANEL
19	HN801443	43" END COVER
2	HN870070	10'5" POWER POLE
2	HN870104	CEILING POWER INFEED
2	HN870102	POWER IN FEED BASE
15	HN870260	60" POWER KIT
3	HN870236	36" POWER ELEC KIT
2	HN870230	30" POWER KIT
12	HN870661	CIRCUIT I - 3 PACK
12	HN870662	CIRCUIT II - 3 PACK
12	HN870663	CIRCUIT III - 3 PACK
27	HN833060	60 X 30 WORK SURFACE
6	HN833036	36 X 30 WORK SURFACE
36	HN831011	C LEG 29H
58	HN1733Q	MOBILE PED/GRAY
5	HN6EA2723	CONVENIENCE TRAY/6PK
34	HN831027	WORK SURFACE BRACKET
2	HN833072	62 1/4" TOP/SPECIAL
15	HN81460GD3	43H X 60 PANEL
22	HN815648GD3	56 X 48 PANEL
3	HN814336GD3	43H X 36 PANEL
21	HN814330GD3	43H X 30 PANEL
4	HN801256	56"H TEE CONNECTOR
6	HN801143	90 DEGREE CONNECTOR
3	HN801243	T-CONNECTOR
6	HN801343	CROSS CONNECTOR
7	HN801356	56H CROSS CONNECTOR
16	HN870066	ELEC CONNECT FILLER

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS.

Butler Leasing Company

FINANCING STATEMENT (FORM UCC-1)

547 209

278904

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE: Central Credit Control, Inc.

7700 Ritchie Hwy.
Harundale Mall
Suite 468
Glen Burnie, MD 21061

LESSOR: BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

FIRST PENNSYLVANIA BANK, N.A.
1500 Market Street, 19th Floor
Philadelphia, PA 19101

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.

Office Furniture Per Attached Schedule

RECORDING FEE 11.00
POSTAGE 2.00
FACSIMILE 10.00
TOTAL 23.00
BY: [Signature]
DATE: 11/18/89

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

EQUIPMENT LOCATION: 7225 Parkway Drive, Hanover, MD 21076

LESSEE
Central Credit Control, Inc.

LESSOR
BUTLER LEASING COMPANY

BY:

Michael Shuke

BY:

Grace M. Culhage

PRINT NAME & TITLE:

MICHAEL SHUKE, President *Grace M. Culhage, Vendor Service Manager*

FILING OFFICER: Please record and return to:
BUTLER LEASING COMPANY
P. O. Box 609
Columbia, Maryland 21045-0609
(301)720-6600 (202)621-8360

Butler Leasing Company

SCHEDULE EQUIPMENT


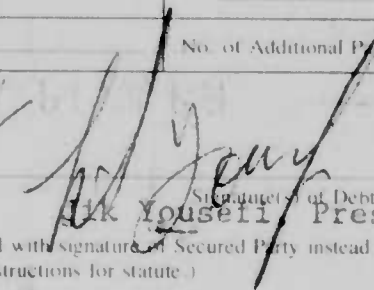
547 210

QUANTITY		DESCRIPTION
1	RA1872MA	CUSTOM TOP MAHG
1	CCX645498AM5339	SECYS CHR GR3 ROSE
2	CCX444039005339	SIDE CHR MAHOG ROSE
1	OF316630SRPFM	66 X 30 R PED DESK/MAH
1	OF314824SLR	48 X 24 LH RETURN/MAHO
2	AX5531336013063	36" 3 DR. LATERAL FILE/G
12	QR43101121EMP38	SIDE CHR/MAHOG-EMPIR
1	22AIRTB	4 X 12 BULLNOSE RACETR
1	LZF2072MAH	CREDENZA/MAHOGANY
1	LM8E0721836L20	ACCENT TB PANEL END
1	EGRW48MA	48 X 48 CONF CENTER
1	LM5F2424LW11	24 X 24 RADIUS CUBE
2	QR419011HAN57	RECEPT CHAIR ROSE
4	LZF3672MAH	36 X 72 EX DESK/MAHGNY
4	LZF2072MAH	CREDENZA/MAHOGANY
4	CCX641490AM5822	EXEC CHAIR GR2 MAHOG
8	CCX6384970M5822	SLED BS SD CHR/MAH-C
1	LZC92093COM	EXEC CHAIR COM GREEN
3	LZC92094COM	SIDE CHAIR GREEN MAH
1	LZF3672MAH	36 X 72 EX DESK/MAHGNY
1	LZF2072MAH	CREDENZA/MAHOGANY
1	LZF42SFN	STAR BURST TOP MAHOG
1	LZB30XLN	X BASE MAHOG
1	PT333333032	LOVESEAT GR 30
1	CCR8131090M	LAMP TABLE 20 X 30 MAH

517-211

278905

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) & Address(es) Carefree Industries, Inc. 717-F Hammonds Ferry Road Linthicum Heights, Maryland 21090	2. Secured Party & Address H. J. Scheirich Co. 250 Ottawa Avenue Louisville, KY 40209	For Filing Officer (Date, Time, Number, & Filing Office) P 9:00 RECEIVED REVENUE DIVISION 
3. This financing statement covers the following types (or items) of property: All finished goods, kitchen cabinet inventory, bathroom vanity inventory, and accessories thereto manufactured by H. J. Scheirich Co., whether now or hereafter owned or acquired by, or in the possession of, Debtor, and all proceeds therefrom. This financing statement is not subject to recordation tax.		4. <input type="checkbox"/> The described crops are growing or are to be grown on the real estate described below. <input type="checkbox"/> The described goods are or will be affixed to the real estate described below and this statement is to be filed in the same office as the real estate records. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on the real estate described below and this statement is to be filed in the same office as the real estate records. Describe Real Estate Here: Name of real estate record owner if other than Debtor:
<input checked="" type="checkbox"/> Products of Collateral are also covered		
Filed with: Carefree Industries, Inc. Name of Debtor		No. of Additional Pages Presented: 216
By:  Jack Youseff, President Signature of Debtor(s) or Secured Party*		
*If filed with signature of Secured Party instead of Debtor, filed pursuant to KRS 355.9-402(2). (See Instructions for statute.)		

FILING OFFICER—NUMERICAL

Ky. UCC 1-487 (1987 Professional Bank Services, Inc., Louisville, Ky.)

517-212

278906

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is \$ 5,500.00
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Robert E. Brown
(Name)
1915 Chapparrall Court
(Address)
Crownsville, Maryland 21032

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Ralph D. Smith
(Name of Loan Officer)
14700 Main Street
(Address)
Upper Marlboro, Maryland 20772

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

Canan NP 1215 with Automatic Document Feeder Unit, 10-Bin Sorter, and
Two Cassettes
Serial Nos.: CN 1215 - #CSZ04222; CN DF5 - #JNH16424;
and CN MS4 - 10 bin - #JNG04107
Canan Fax 410 Serial No. : H1221698



RECORD FEE 11.00
RECORD TAX 15.00
POSTAGE 1.00
BOSTON CITY NOS. 112112
10 11 07
H. J. SCHWEN
AS CL. EMPLOY. CLERK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

(Seal)

(Seal)

(Signature)

(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)
Robert E. Brown
(Signature)
Robert E. Brown
(Print or Type Name)

11 20
30 50

547 213

278907

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

☒ Not subject to Recordation Tax☐ Subject to Recordation Tax; Principal Amount is \$ _____☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Free State Reporting, Inc.

(Name)

1006 Cape St. Claire Road

(Address)

Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Stephanie Yancy

(Name of Loan Officer)

18 West Street

(Address)

Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.



2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Free State Reporting, Inc.

(Seal)

✓ David L. Becker

(Seal)

(Signature)

DAVID L. BECKER SEC

(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)

Barbara J. Becker

(Seal)

(Signature)

BARBARA J. BECKER PRES

(Print or Type Name)

547 211

278908

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax
- ☒ Subject to Recordation Tax. Principal Amount is \$ 50,000.00
- ☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Free State Reporting, Inc.

(Name)
1006 Cape St. Claire Road
(Address)
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Stephanie Yancy
(Name of Loan Officer)
18 West Street
(Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

See Attachments "A" & "B"

RECORDED
INDEXED
FEB 10 1994
FBI - MARYLAND
FBI - BALTIMORE

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor:

- ☐ Products of the collateral are also specifically covered.
- Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
Free State Reporting, Inc. (Seal)

David F. Becker (Seal)
(Signature)
DAVID L. BECKER SEC
(Print or Type Name)

DEBTOR (OR ASSIGNOR)
(Seal)

(Seal)
(Signature)
BARBARA J. BECKER PRES
(Print or Type Name)

14
350
50

FREE STATE REPORTING, INC.

1006 CAPE ST. CLAIRE ROAD
ANNAPOLIS, MD 21401
BALT. ANNAPOLIS AREA (301) 974-0947
METRO. WASH. AREA (301) 261-1902

PARTIAL EQUIPMENT LIST FOR FREE STATE REPORTING, INC.

SANYO 9010: 8230645, 21500412, 61412975, 2150032, 83509400, 61413421, 21500667, 41103251, 21500977, 83509331, 41303941, 83509300, 83509387, 41303501, 83509332, 83509329, 83510209, 83510212, 41303503, 83509398, 83509399, 83510211, 83509357, 83509388, 83509372, 21500619, 83509370, 21500082, 21500536, 83301801, 21500535.

LANIER CCT20: 153360, 153937.

SONY BM35: 344511, 344514, 345886, 20411, 34108, 343298, 241100, 342264, 345886, 341091, 23452, 335100, 341100, 340141, 343646, 345634, 337019, 25873, 327009, 341081, 10097, 340319, 339000, 10909, 12159, 12406.

SONY BM144: 12025, 12197, 12037.

SONY BM145: 13070, 10047, 13208.

SONY BM146: 10653, 10657, 10611.

MACHINE	NO.	REPLACEMENT COST	TOTAL	APPROX. NOT LISTED
SANYO9010	31	\$475	14,725	30
LANIER	2	\$800	1,600	6
SONYBM35	26	\$575	14,950	14
SONY144	3	\$1000	3,000	5
SONY145	3	\$1500	4,500	12
SONY146	3	\$2000	6,000	12
			<u>\$44,775</u>	

PARTIAL EQUIPMENT LIST FOR FREE STATE REPORTING, INC.

COMPUTER SYSTEMS IN THE OFFICE

MACHINE	NO.	REPLACEMENT COST	TOTAL	APPROX. NOT LISTED
PACKARD BELL500	9	\$1,100	\$9,900	4
KAYPRO	2	\$1,800	\$3,600	
VISON XT	5	\$1,100	\$5,500	
VISON AT	1	\$1,800	\$1,800	

PRINTERS:

PANASONIC LASER	1	\$1,500	\$1,500	
ORIDATA 92	1	\$ 500	\$ 500	
NEC P2200	6	\$ 500	\$3,000	2
TOSHIBA 321	1	\$ 600	\$ 600	
PANASONIC 1124	1	\$ 500	<u>\$ 500</u>	

NOT LISTED:

SANYO LAPTOP	1		\$26,900	
--------------	---	--	----------	--

Free State Control #	Type of Hardware	Serial #	Manufacturer & Model #	Location	Features
001	S	E8K10021	Packard Bell PB500	1-1	40KMB, 15516, 2P, 1P, AT
002	M	81201418	Packard Bell PB1452CGH	1-1	CGH color
003	K	T907649139	Packard Bell PB112763001	1-1	AT style
004	P	68KMB2300	Parsons PB-P1124-001	1-1	2P-pin BM
005	S	E1RE3603	Packard Bell PB500	1-2	40KMB, 15516, 2P, 1P, AT
006	M	96486242-1	Packard Bell PB1452CGH	1-2	CGH color
007	K	468002471	Packard Bell PB1452CGH	1-2	AT style
008	S	33701567	Packard Bell PB500	4	
009	P	61960181	Cidco 42	4	
010	D	010377	PB246C plus Multitem	4	
011				4	
012	S	E8K21401	PB500	5	40KMB, 15516, 2P, 1P, AT
013	K	T907649139	PB	5	AT style
014	M	81203419	PB1452CGH	5	
015	K	812014901	DEVI Tech Corp, AT	1-13	AT style
016	M	63209779	Magnum P. 1.5" 3.5" 5" 8" 10" 12" 15" 17" 19" 21" 23" 25" 27" 29" 31" 33" 35" 37" 39" 41" 43" 45" 47" 49" 51" 53" 55" 57" 59" 61" 63" 65" 67" 69" 71" 73" 75" 77" 79" 81" 83" 85" 87" 89" 91" 93" 95" 97" 99" 101" 103" 105" 107" 109" 111" 113" 115" 117" 119" 121" 123" 125" 127" 129" 131" 133" 135" 137" 139" 141" 143" 145" 147" 149" 151" 153" 155" 157" 159" 161" 163" 165" 167" 169" 171" 173" 175" 177" 179" 181" 183" 185" 187" 189" 191" 193" 195" 197" 199" 201" 203" 205" 207" 209" 211" 213" 215" 217" 219" 221" 223" 225" 227" 229" 231" 233" 235" 237" 239" 241" 243" 245" 247" 249" 251" 253" 255" 257" 259" 261" 263" 265" 267" 269" 271" 273" 275" 277" 279" 281" 283" 285" 287" 289" 291" 293" 295" 297" 299" 301" 303" 305" 307" 309" 311" 313" 315" 317" 319" 321" 323" 325" 327" 329" 331" 333" 335" 337" 339" 341" 343" 345" 347" 349" 351" 353" 355" 357" 359" 361" 363" 365" 367" 369" 371" 373" 375" 377" 379" 381" 383" 385" 387" 389" 391" 393" 395" 397" 399" 401" 403" 405" 407" 409" 411" 413" 415" 417" 419" 421" 423" 425" 427" 429" 431" 433" 435" 437" 439" 441" 443" 445" 447" 449" 451" 453" 455" 457" 459" 461" 463" 465" 467" 469" 471" 473" 475" 477" 479" 481" 483" 485" 487" 489" 491" 493" 495" 497" 499" 501" 503" 505" 507" 509" 511" 513" 515" 517" 519" 521" 523" 525" 527" 529" 531" 533" 535" 537" 539" 541" 543" 545" 547" 549" 551" 553" 555" 557" 559" 561" 563" 565" 567" 569" 571" 573" 575" 577" 579" 581" 583" 585" 587" 589" 591" 593" 595" 597" 599" 601" 603" 605" 607" 609" 611" 613" 615" 617" 619" 621" 623" 625" 627" 629" 631" 633" 635" 637" 639" 641" 643" 645" 647" 649" 651" 653" 655" 657" 659" 661" 663" 665" 667" 669" 671" 673" 675" 677" 679" 681" 683" 685" 687" 689" 691" 693" 695" 697" 699" 701" 703" 705" 707" 709" 711" 713" 715" 717" 719" 721" 723" 725" 727" 729" 731" 733" 735" 737" 739" 741" 743" 745" 747" 749" 751" 753" 755" 757" 759" 761" 763" 765" 767" 769" 771" 773" 775" 777" 779" 781" 783" 785" 787" 789" 791" 793" 795" 797" 799" 801" 803" 805" 807" 809" 811" 813" 815" 817" 819" 821" 823" 825" 827" 829" 831" 833" 835" 837" 839" 841" 843" 845" 847" 849" 851" 853" 855" 857" 859" 861" 863" 865" 867" 869" 871" 873" 875" 877" 879" 881" 883" 885" 887" 889" 891" 893" 895" 897" 899" 901" 903" 905" 907" 909" 911" 913" 915" 917" 919" 921" 923" 925" 927" 929" 931" 933" 935" 937" 939" 941" 943" 945" 947" 949" 951" 953" 955" 957" 959" 961" 963" 965" 967" 969" 971" 973" 975" 977" 979" 981" 983" 985" 987" 989" 991" 993" 995" 997" 999	1-13	number of pages, 100, 150, 200, 250, 300, 350, 400, 450, 500, 550, 600, 650, 700, 750, 800, 850, 900, 950, 1000
017	S	6656666	IBM Model 585	1-13	AT style
018	K	71222207	DEC PDP 11/40 Series Model 8 PDS-5000	1-12	AT style
019	M	04-81160182	Toshiba P.A-1211 11" CRT	1-12	number of pages, 100, 150, 200, 250, 300, 350, 400, 450, 500, 550, 600, 650, 700, 750, 800, 850, 900, 950, 1000
020	S	6656666	Visiion Systems	1-12	40KMB, 15516, 2P, 1P, AT
021	K	2712015261	not labeled	1-11	AT style
022	M	5996666	Manitex Professional Model 76M23 61N	1-11	number of pages, 100, 150, 200, 250, 300, 350, 400, 450, 500, 550, 600, 650, 700, 750, 800, 850, 900, 950, 1000
023	S	6656666	not labeled	1-11	40KMB, 15516, 2P, 1P, AT
024	K	8712014901		1-10	
025	M	60193888		1-10	
026	S	6656666		1-10	
027	P	2A31140	Toshiba P.A-1211 11" CRT	1-9	
028	K	80523777	DIC Keyloc 415-415 PDC-445	1-8	
029	M	60193564		1-8	
030	S	6656666		1-8	
031	P	602112325	NEC P.A-1211 11" CRT	1-8	
032	P	602151367	NEC P.A-1211 11" CRT	1-6	
033	K	712222435		1-6	
034	M	60193228	NEC Model 22-02	1-6	
035	P	602096230	NEC P.A-1211 11" CRT	1-7	
036	K	60533717		1-7	
037	M	8801232163		1-7	
038	S	475195		1-7	
039	P	602151455		1-4	
040	K	4AAE00125	IBM Model 585	1-4	
041	S	E9A85335		1-4	
042	M	81100894	PB1452CGH	1-4	
043	P	602126496		1-5	
044	K	00501533	6000 Series keyboard Model	1-5	
045	S	446869	P.P.O.	1-5	
046	M	70406406		1-5	
047	K	980003174	IBM Model 585	1-14	
048	M	81106887	Packard Bell PB1452CGH	1-14	
049	S	E9CE3015	Packard Bell PB500	1-14	
050	K	82AB01136		1-17	
051	M	81003033	PB1452CGH	1-17	
052	S	E8KE-0517		1-17	
053	K	4AAE0364	IBM Model 585	1-18	
054	M	60500722		1-18	
055	S	E9BD0319		1-18	
056	P	9AAMP21113	IBM Model 585	1-19	
057	K	T907653466	Packard Bell PB1452CGH	1-20	
058	M	40408651	PB1452CGH	1-20	
059	S	E9A85124		1-20	
060	K	62AE01019		1-21	
061	M	81202496		1-21	
062	S	E9BD007		1-21	
063	K	02MA07620		1-23	
064	M	40408028		1-23	
065	S	E8LD2017		1-23	
066	P	602151475		1-23	
067	D	010376		1-21	
068	M	81203424	Model # PB1452CGH	4	

547 217

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 497
Identification No. 261394

Page No. 111
Dated April 21, 1986

1. Debtor(s) { Bio Gro Systems, Inc.
Name or Names — Print or Type
1916 Forest Drive Annapolis, Md. 21401
Address — Street No. City - County State Zip Code
2. Secured Party { First National Bank of Md/.
Name or Names — Print or Type
18 West St. Annapolis, Md. 21401
Address — Street No. City - County State Zip Code
3. Maturity Date (if any) _____
4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated



Dated. August 14, 1989

First National Bank of Md.
Trudye N. Weisberg

(Name of Secured Party)

Trudye N. Weisberg
(Signature of Secured Party)

Loan Accounting Executive
Type or Print (Include Title if Company)

1580

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax, Principal Amount is \$
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

Bio Gro systems, Inc.
(Name)
1916 Forest Drive
(Address)
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Richard J. Shenos
(Name of Loan Officer)
18 West Street
(Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

SEE ATTACHED SCHEDULE A

RECORD FEE 12.00
POSTAGE .50
#21144 CT17 MD 109:12
APR 21 86



1986 APR 21 AM 10:12
FBI - BALTIMORE

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate

Record Owner, if different from the Debtor

3. ☐ Products of the collateral are also specifically covered.
4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)

Bio Gro Systems, Inc. (Seal)
By: Stephen R. Campbell (Seal)
(Signature)
Stephen R. Campbell, President
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)
By: William K. Blanchet (Seal)
(Signature)
William K. Blanchet
(Print or Type Name)

☒ Not Subject to Recordation Tax☐ Subject to Recordation Tax, Principal
Amount is \$☐ To Be Recorded in Land Records (For
Fixtures Only)

- | NAME | No. | Street | City | State |
|---------------|-----|-------------|---------------|-------|
| 1. Debtors(s) | | | | |
| Sluggo, Inc. | 245 | West Street | Annapolis, MD | 21400 |
2. Secured Party
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201
3. This Financing Statement covers the following types (or items) of property:
- INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-100
located at 245 West Street Anne Arundel County MD 21400

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown
Service Station MD-100

CHECK ☒ THE LINES WHICH APPLY

4. ☐ (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.
- ~~Title Owner of Real Estate:~~
5. ☒ (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- ☐ (If products of collateral are claimed) Products of the collateral are also covered.
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party ~~(or assignee)~~ at the address above stated.

Secured Party:

CROWN CENTRAL PETROLEUM CORPORATION

By: J.G. Yawman

Type Name J.G. Yawman

Title Assistant Secretary

Debtor(s)

BY: Sluggo, Inc.

Type or Print Name and Title of Each Signature

118

547 220

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

☐ (check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 255584 recorded in Liber 482, Folio 399 on 2-15-85 at Financing Records of Anne Arundel County.
Date Location

1. DEBTOR(S): POPLAR ASSOCIATES LIMITED PARTNERSHIP

ADDRESS(ES): 350 RIVER ROAD

ARNOLD, MARYLAND 21012

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: BARBARA LEWIS/LDRU

ADDRESS: MAILSTOP: 02-28-01; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.

4. ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. ☐ AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:

a. ☐ Not subject to Recordation Tax.

b. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

DEBTOR(S): N/A
(Signature necessary only if Item 6 is applicable)

BY: N/A (SEAL)

BY: N/A (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY: Margaret O. Woodside (SEAL)

Margaret O. Woodside - Vice President
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

158

JCW/BRAND-12
10/17/89/vmr/jj

517 221

1491206

INDEMNITY FINANCING STATEMENT

278311

To be filed among the Financing Statement Records of Anne Arundel County.

This Financing Statement evidences and publicizes the lien and provisions of a certain Indemnity Deed of Trust and Security Agreement of even date herewith (the "Deed of Trust") securing a Guaranty by **BRANDON II ASSOCIATES**, a Maryland partnership ("Indemnitor"), which Guaranty was given to guarantee a loan from the Secured Party named herein to Leroy M. Merritt and Constellation Properties, Inc. in the principal amount of \$3,300,000.00. No recordation taxes were due or payable upon the recordation of the Deed of Trust in the Land Records of Anne Arundel County, Maryland.

NAME OF INDEMNITOR

Brandon II Associates,
a Maryland partnership

ADDRESS OF INDEMNITOR

c/o 2066 Lord Baltimore Drive
Baltimore, Maryland 21207

NAME OF SECURED PARTY:

THE MANUFACTURERS LIFE
INSURANCE COMPANY

ADDRESS OF SECURED PARTY:

200 Bloor Street East
Toronto, Ontario, Canada M4W 1E5

1. This Financing Statement covers the following items of property:

- A. All personal property, construction materials, chattels, fixtures and equipment now or at any time hereafter owned by Indemnitor and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, including, but without limiting the generality of the foregoing, all plumbing,

heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows, doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods, fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.

- B. All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; all present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, sales contracts, options, permits, public works agreements, bonds, deposits, payments, refunds, return of premiums, charges and fees thereunder relating or appertaining to the real property encumbered by the Deed of Trust, including also (i) all books, records, contracts, surveys, plans and specifications, drawings and other documents pertaining to the construction of the improvements now or hereafter to be constructed on the premises encumbered by the Deed of Trust, (ii) all licenses, permits and authorizations whatsoever issued to or for the benefit of the premises and the use of the improvements thereon described in the Deed of Trust hereinafter mentioned, and (iii) all right, title and interest of Indemnitor as landlord under certain leases conveyed and assigned to Secured Party pursuant to an Indemnity Assignment of Lessor's Interest in Leases and Guarantees executed of even date herewith.
 - C. Proceeds of the above described collateral.
 - D. Any and all awards or payments, including interest thereon and the right to receive the same, which may be made with respect to the real property encumbered by the Deed of Trust, or any improvements thereon, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon, and the attorneys' fees, costs, and disbursements incurred in connection with the collection of any such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, located in Anne Arundel County, Maryland, as more fully described in Exhibit A attached hereto and in the Indemnity Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Indemnity

547-222

Deed of Trust and Security Agreement constituting the
Security Agreement to this secured transaction.

Dated: October 18, 1989

WITNESS:

Anthony H. Blum

BRANDON II ASSOCIATES,
a Maryland partnership

By: Leroy M. Merritt (SEAL)
Leroy M. Merritt,
as its general partner

By: Constellation Properties, Inc.,
as its general partner

James E. Moffat

By: James E. Moffat (SEAL)
JAMES E. MOFFAT
TREASURER AND
ASSISTANT SECRETARY

EXHIBIT A
LEGAL DESCRIPTION

547 223

BEING KNOWN AND DESIGNATED as Lot 5A, containing 5.1527 acres, as shown on a Plat entitled "Administrative Plat Revised Lot 5 and 6, Plat 2 BRANDON WOODS BUSINESS PARK, Section 1, Plat Book 85, page 47", which Plat is recorded among the Land Records of Anne Arundel County in Liber 3857, folio 578 and also being the land which by Deed dated September 24, 1985 and recorded among the aforesaid Land Records at Liber EAC 3957, folio 59 was granted and conveyed by Resource and Property Management, Inc. to Brandon II Associates.

AND further described as follows:

BEGINNING FOR THE SAME at a 4 inch by 4 inch concrete monument found at the point formed by the intersection of the southeast side of Solley Road, variable width, and the northeast side of Energy Parkway, 80 feet wide, as shown on the Plat entitled "Administrative Plat, Revised Lot 5 and 6, Plat 2, BRANDON WOODS BUSINESS PARK, Section 1, Plat Book 85, page 47", dated December 24, 1984 and recorded among the Land Records of Anne Arundel County, Maryland in Liber EAC 3857, folio 578, said point of beginning also being the southwest corner of the land which by Deed dated September 24, 1985 and recorded among the aforesaid Land Records in Liber EAC 3957, folio 59 and was granted and conveyed by Resource & Property Management, Inc. to Brandon II Associates, thence leaving said point of beginning and running and binding on said southeast side of Solley Road and also binding on the outlines of said Lot 5A with all courses of this description referred to the Maryland Coordinate System, the two following courses and distances, viz: (1) North 22 degrees 48 minutes 49 seconds West 21.21 feet to a 5/8 inch rebar found and thence, (2) North 22 degrees 11 minutes 11 seconds East 515.00 feet to a 3/4 inch rebar found, thence leaving said southeast side of Solley Road and running and continuing to bind on the outlines of said Lot 5A, the four following courses and distances, viz: (3) South 67 degrees 48 minutes 49 seconds East 300.00 feet, thence (4) North 22 degrees 11 minutes 11 seconds East 20.00 feet, thence, (5) South 67 degrees 48 minutes 49 seconds East 120.00 feet to a 3/4 inch rebar found, and thence (6) South 22 degrees 11 minutes 11 seconds West 550.00 feet to intersect said northeast side of Energy Parkway at a 3/4 inch rebar found, thence running and binding on said northeast side of Energy Parkway and also continuing to bind on the outlines of said Lot 5A (7) North 67 degrees 48 minutes 49 seconds West 405.00 feet to the point of beginning; containing 5.163 acres of land, more or less.

TOGETHER WITH the use in common of the "Common Use Driveway" containing 12,000 square feet between Lots 4 and 5 as shown on the Plat entitled "Plat 2, BRANDON WOODS BUSINESS PARK, Section 1", which Plat is recorded among the Land Records of Anne Arundel County at Plat Book 85, folio 47.

3:009:RC

1891206

AFTER RECORDING. MAIL TO:
COMMONWEALTH LAND TITLE
SUITE 1524
WORLD TRADE CENTER
BALTIMORE MD 21202



Financing Statement

To Be Recorded In:

- ☒ Financing (Chattel) Records - Anne Arundel County, Maryland
☐ Financing (Chattel) Records - State Department of Assessments and Taxation
☐ Land Records - Anne Arundel County, Maryland

Note: The principal amount of debt secured hereby is: \$ 1,300,000.00. This Financing Statement is not subject to recordation tax. The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the land records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

Financing Statement

1. Debtor:
Rhoda L. Baldwin

Address:
41 Defense Highway
Annapolis, Maryland 21401

2. Secured Party:
Sovran Bank/Maryland

Address:
6610 Rockledge Drive
Bethesda, Maryland 20817-1876

3. Trustee:
Dana E. Tydings
Alice A. Steely

Address:
6610 Rockledge Drive
Bethesda, Maryland 20817-1876

4. This Financing Statement Covers:

(a) Any and all buildings, structures, improvements, alterations or appurtenances now existing upon the land or at any time hereafter constructed, erected or placed upon the real estate more particularly described in "EXHIBIT A" attached hereto (the "Land") or any portion thereof and any replacements thereof including, without limitation, all equipment, apparatus, machinery and fixtures of any kind or character forming a part of said buildings, structures, improvements, alterations or appurtenances (the "Improvements");

(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials and fixtures whatsoever, now or hereafter attached to or installed in any and all buildings, structures, improvements, alterations or appurtenances now existing or to be erected, constructed or placed upon the Land, and any and all replacements thereof, additions thereto and substitutions therefor, including, without limitation, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, water tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, anti-theft, fire extinguishing and fire prevention apparatus and equipment, refrigerating, ventilating communications, air-cooling and air-conditioning apparatus and equipment, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors, windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, boilers, furnaces, heaters, condensers, machinery, walks, fences, ducts and compressors, ornaments, tools, rugs, shrubbery, driveways, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, whether affixed, annexed or not (the "Fixtures");

(c) All of the right, title, interest, estate, claim or demand of the Debtor in and to any personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of the Improvements, including, without limitation, any furniture, equipment, machinery, annual crops planted or cultivated by the Debtor or those claiming under the Debtor and any timber or minerals (the "Personalty");

547-225

- (d) All of the Debtor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any federal, state, county or municipal authorities or boards to the present or any subsequent owners of the Land, the Improvements, the Fixtures or the Personalty, including any award or awards or settlements hereafter made resulting from condemnation proceedings or the taking of the Land, the Improvements, the Fixtures or the Personalty or any part thereof, under the power of eminent domain;
- (e) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to the Improvements, the Fixtures and the Personalty;
- (f) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like; all contracts and subcontracts for the construction or repair of the Improvements; and all sewer taps, permits and allocations, agreements for utilities, development rights, bonds, sureties and the like, relating to the Land, the Improvements or appurtenant facilities erected or to be erected upon the Land;
- (g) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance, refunds of fees or deposits paid to any governmental authority and proceeds of letters of credit;
- (h) All leases of the Land and the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the term of such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term and including, again without limitation, the right to receive and collect the rents thereunder;
- (i) All of the Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts and other agreements for the sale of the Land or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash and other securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right to receive and collect all proceeds thereof; and
- (j) All earnings, revenues, rents, issues, profits, avails and other income of and from the Land or the Improvements and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified, as the same may be amended, modified or supplemented.
- (k) But excludes all property owned by Tenant.
5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the land records of the jurisdiction in which the Land is located to secure an indebtedness owed by the Debtor to the Secured Party.
6. Proceeds of collateral are covered by this Financing Statement.
7. The collateral hereinabove described, or interests of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to the Land of which the Debtor is the record owner.
8. Maturity date of the obligation is stated in the Note.

Debtor:

☐ [Corporation or Partnership]

☒ [Individuals]

Rhoda L. Baldwin (Seal)
Rhoda L. Baldwin (Seal)

Date: October 18, 1989

After this Financing Statement has been recorded, please mail the same to:

Dennis C. Brady, Esquire
O'Malley, Miles & Harrell
99 Commerce Place
P.O. Box 900
Upper Marlboro, Maryland 20772

EXHIBIT "A"

SILBERMANN & ASSOCIATES, INC.
Engineers Planners Surveyors
3527 East Joppa Road
Baltimore, Maryland 21234

547 228

DESCRIPTION OF A 3.947 ACRE TRACT LYING ON THE SOUTHERN SIDE OF DEFENSE HIGHWAY, MARYLAND ROUTE #450, KNOWN AS THE BALDWIN SERVICE CENTER, NEAR THREE MILE OAK IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

BEGINNING for the same on the southern side of Defense Highway, Maryland Route #450 at the beginning of the fifth, or south 27 degrees 36' west 355.5 feet line of a deed from Minnie B. Richardson to Mowbray Bowen and Hazel S. Bowen, recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. #212, folio 22, and running and binding along part of the said fifth line as now surveyed;

(1) South 19 degrees 47' 15" west 320.26 feet to a "PK" Nail set marking the northeastern corner of a 30 feet wide strip of land as saved and excepted in the deed from Mowbray Bowen and Hazel S. Bowen to F.G.B. Inc., recorded among the Land Records of Anne Arundel County, Maryland.

Thence continuing in a straight line across the end of the said 30 feet wide strip and continuing to run and bind reversely along the third, or north 27 degrees 26' east 47.5 feet line of the deed from Mowbray Bowen to Rhoda L. Baldwin, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3908, folio 198, dated June 25, 1985, in all;

(2) South 19 degrees 47' 15" west 76.69 feet to a pipe set at the southeast corner of the 3.947 acre tract now being described, and at the northwest end of the north 78 degrees 06' 23" west 70.61 feet line of the 20 feet wide strip of land deeded by F. G. Baldwin, Jr. & F. G. Baldwin & Thomas F. Baldwin, Trustees for the estate of Belle Baldwin to Crown Oil and Wax Company of Delaware, dated Oct. 12, 1972 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2537, folio 119;

Thence running and binding reversely on the second, or south 72 degrees 38' east 76.9 feet line or parcel #2 described in the aforementioned deed from Mowbray Bowen to Rhoda L. Baldwin in Liber 3908, folio 198, as now surveyed, and continuing in a straight line 224.68 feet.

(3) North 81 degrees 06' 40" west 301.58 feet to a pipe found at the southwest corner of the said 3.947 acre tract, and at the corner of a fence;

Thence running and binding on the north 02 degrees 22' east 69.0 feet line of parcel #1 of the last mentioned deed, Liber 3908, folio 198 and along the fence, and continuing in a straight line across the western end of the 30 feet wide strip of land as saved and excepted in the deed from Mowbray Bowen and Hazel S. Bowen to F.G.B. Inc., in Liber 3908, folio 198, parcel #3, in all, as now surveyed;

(4) North 05 degrees 43' 24" west 99.38 feet to a pipe found at a fence corner,

Thence continuing to run and bind along a part of the first, or north 02 degrees 22' east 467.22 feet line of the first mentioned deed from Minnie B. Richardson to Mowbray Bowen and Hazel S. Bowen in Liber J.H.H. #212, folio 22, as now surveyed, along a fence line;

(5) North 05 degrees 05' 02" west 330.0 feet to a pipe set at a corner of a property owned by Baldwin and described in a deed found among the Land Records of

EXHIBIT "A" cont'd

Anne Arundel County, Maryland, in Liber 1929, folio 214;

Thence running and binding on the last mentioned Baldwin property for the two following courses,

(6) South 66 degrees 30' 44" east 97.43 feet to a corner,

(7) North 23 degrees 29' 16" east 100.0 feet to a pipe set on the southwest side of Defense Highway,

Thence running and binding along the said southwest side of Defense Highway, and along part of the third or south 58 degrees 39' east 120.8 feet line of the said deed described in the aforementioned Liber J.H.H. #212, folio 22, as now surveyed;

(8) South 66 degrees 30' 44" east 29.22 feet to the end of the said third line, and continuing along the southwest side of Defense Highway and running and binding along the fourth or south 57 degrees 55' east 326.2 feet line of the said description in Liber J.H.H. #212, folio 22, as now surveyed;

(9) South 65 degrees 46' 48" east 345.93 feet to a pipe set at the place of beginning.

BEING all of the lands described in Liber 3690, folio 785, Parcel #1, containing 3.315 acres and all of the land in Parcels #1, 2 and 3 described in Liber 3908, folio 198.

CONTAINING 3.947 acres of land, more or less.

SUBJECT TO THE FOLLOWING EASEMENTS:

1. A forty feet wide right of way as conveyed in a deed of easement and agreement made July 26, 1989 conveyed by Rhoda L. Baldwin unto Anne Arundel County, Maryland, to Lay Construction and maintain public utilities, as recorded among the Land Records of Anne Arundel County, Maryland, in Liber 4900, page 755.

The said 40 feet wide easement beginning at the northeast corner of the 3.947 acre parcel described above;

Thence running and binding along the easternmost outline of the said 3.947 acre tract;

(1) South 19 degrees 35' 02" west 396.95 feet to a pipe set at the southeast corner of the said 3.947 acre tract;

Thence running and binding along part of the southern line of the said 3.947 acre tract;

(2) North 81 degrees 15' 16" west 40.78 feet to a point intersected by the western line of the 40 feet wide easement now being described;

Thence running and binding along the said western line;

(3) North 19 degrees 35' 02" east 407.69 feet to southern side of Defense Highway;

Thence running and binding along the said southern side of Defense Highway;

(4) South 66 degrees 00' 58" east 40.12 feet to the place of beginning;

2. A 15 feet wide utility easement and contiguous 15 feet wide construction strip for a combined width of 30 feet, the line of division of the two 15 feet wide strips beginning on the southern right of way of Defense Highway, Maryland Route #450, at a

distance of 25.08 feet north 66 degrees 00' 58" west from the northeast corner of the 3.947 acre tract described above;

Thence running in a line parallel to and 25.0 feet from and as measured at right angles to the eastern line of the said 3.947 acre tract;

(1) South 19 degrees 35' 02" west 403.66 feet to intersect the southernmost line of the said 3.947 acre tract herein described;

The said utility and construction easements are described in a deed found among the Land Records of Anne Arundel County, Maryland in Liber 4900, page 758 and are shown as Exhibit "B 1" on page 760 of Liber 4900. The said utility easement contains 6,085 square feet, and a construction easement containing 6,025 square feet of land, more or less.

Being for both parts of the 40 feet wide, use in common, right of way in a deed recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2460, folio 727.

3. A 15 feet wide utility easement with a contiguous 15 feet wide construction easement, less existing building clearance area, having a combined width of 30 feet;

The beginning of the line of division between the two 15 feet wide strips at a point in the western or north 19 degrees 35' 02" east 407.69 feet line of the above referenced 40 feet wide, use in common, right of way said point being located 15.27 feet from the beginning of the 407.69 feet line;

Thence running parallel to the southern line of the 3.947 acre tract, north 81 degrees 15' 16" west 268.23 feet to the western line of the said tract, all as shown on a plat prepared for the Department of Public Works of Anne Arundel County, Maryland, entitled, "15 feet utility easement and 15 feet construction strip, lands of Rhoda L. Baldwin, Drawing #2 of 2, dated March 1989 and shown on Exhibit "B-2" on page 761 of Liber 4900. Containing 3.971 square feet for the utility easement, and 4,076 square feet for the construction strip.

Being part of Parcels #1 and #2 described in Liber 3908, folio 198.

4. Existing 20 feet wide utility easement between Rhoda L. Baldwin and the Annapolis Self Storage Limited Partnership in a deed found among the Land Records of Anne Arundel County, Maryland, in Liber 3715, page 271, being located as the easternmost half of the 40 feet wide right of way running along the easternmost line of the 3.947 acre tract described above as recorded in Liber 4900, page 755.

5. A deed of easement and agreement, dated October 7, 1981 between Charles C. Baldwin, Thomas I. Baldwin, and Bernadete B. Darrow, surviving partners; Rhoda L. Baldwin, Thomas I. Baldwin and Maryland National Bank; co-executors under the Will of Frank G. Baldwin, Jr., deceased partner of Baldwin Service Investors, A Maryland General Partnership, grant and convey unto Anne Arundel County, Maryland, the right to lay and construct and maintain sewers, storm drains, water pipes and other public utilities services and appurtenances thru the land of Baldwin Services Investors; Beginning for the same at a point on the south side of Defense Highway, Maryland Route #450, (West Street) at a distance of 36.64 feet south 66 degrees 10' 35" east from the northwest corner of the 3.947 acre tract described above;

Thence running and binding on the southern side of the said Maryland Route #450;

(1) South 66 degrees 10' 35" east 15.000 feet, thence leaving the south side of Maryland Route #450 and running thru the 3.947 acre tract for two courses:

(2) South 23 degrees 20' 31" west 33.705 feet

(3) North 66 degrees 10' 35" west 51.327 feet to a point on the north 23 degrees 29' 16" east 100.00 feet western line of the said 3.947 acre tract;

Thence with part of the said western line;

(4) North 22 degrees 48' 16" east 15.002 feet; thence leaving the said western line the two following courses;

(5) South 66 degrees 10' 35" East 36.466 feet

(6) North 23 degrees 20' 31" east 18.704 feet to the south side of Maryland Route #450 and the place of beginning.

Containing 1,052 square feet of land as shown on a right of way Plat #3, contract #1534-W West Street tie line as shown on page 890 of Liber 3453.

Being a part of the conveyance from William L. Corbin, Trustee, to Baldwin Service Investors by a Deed recorded among the Land Records of Anne Arundel County, Maryland, in Liber WGL 3072 folio 203, dated January 16, 1978.

EXHIBIT "A" cont'd

SILBERMANN & ASSOCIATES, INC.
ENGINEERS Planners Surveyors
3527 East Joppa Road
Baltimore, Maryland 21234

547 230

DESCRIPTION OF A 0.752 ACRE TRACT OF LAND ON THE WESTERN SIDE OF THE WEST RAMP FROM DEFENSE HIGHWAY, MARYLAND ROUTE #450, TO THE BALTIMORE WASHINGTON EXPRESSWAY, U.S. ROUTE #50 AND 301, NEAR THREE MILE OAK IN ANNE ARUNDEL COUNTY, MARYLAND.

BEGINNING for the same at a concrete monument found on the northwestern right of way line of the west connecting ramp to the Baltimore Washington Expressway, US Route #50 and #301, as shown on the Maryland State Roads Commission Right of Way Plat #9914, said point marking the beginning of the north 58 degrees 33' 00" west 265.20 feet line of the deed from Frank G. Baldwin, Jr., et al to Humble Oil and Refining Company, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2301, folio 90;

Thence running and binding on the said last mentioned line, as now surveyed; and crossing pipes set at 24.50 feet and 12.50 feet at the intersection of two strips 24.50 feet and 12.50 feet wide at the beginning of a 37.00 feet wide strip leading from the parcel now being described to the southern side of Defense Highway and continuing in all;

(1) North 65 degrees 35' 56" west 266.17 feet to a pipe set on the third, or north 19 degrees 36' 27" east 226.39 feet line of a deed dated October, 1972, found among the said Land Records in Liber 2537, folio 119, from F. G. Baldwin, Jr. and F. G. Baldwin and Thomas I. Baldwin, Trustees for the estate of Belle Baldwin conveyed to Crown Oil and Wax Company of Delaware.

Thence running and binding on the said last mentioned line as now surveyed;

(2) South 19 degrees 47' 15" east 75.47 feet to a pipe set at a point of curvature;

(3) with a curve to the left with a radius of 25.00 feet and an arc length of 29.66 feet, as subtended by a chord bearing south 14 degrees 12' 01" east 27.95 feet, with a central angle of 67 degrees 58' 27", to a pipe set at a point of reverse curvature;

(4) with a curve to the right with a radius of 55.00 feet, an arc length of 62.71 feet, subtended by a chord bearing south 15 degrees 31' 26" east 59.37 feet, and a central angle of 65 degrees 19' 44", to a pipe set near a fence line along the south line of the parcel now being described;

Thence running and binding along the said fence line;

(5) south 77 degrees 08' 30" east 122.96 feet to a pipe set;

Thence along a fence line running at right angles to the last line;

(6) South 12 degrees 51' 30" west 30.00 feet to a pipe set at a fence corner;

Thence running and binding along the said fence;

(7) South 77 degrees 08' 30" east 65.73 feet to a concrete monument found at the western edge of the west ramp of the Baltimore Washington Expressway, US routes #50 and #301;

Thence running and binding along the said western edge of the said west ramp for two courses;

(8) North 32 degrees 38' 37" east 95.30 feet to a pipe set;

547 231

(9) North 24 degrees 25' 26" east 39.92 feet to the place of beginning.

CONTAINING 0.752 acres of land more or less.

TOGETHER with the use of a 37.00 feet wide right of way as described in a deed from Franklin G. Baldwin, Jr., et al to Humble Oil and Refining Company as recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2301, folio 90;

The said 37.00 feet wide right of way being described by the 12.50 feet line to the east of the westernmost side of the 37.00 feet strip as follows:

BEGINNING at the south side of Defense Highway at a cross cut in the concrete, at a point south 57 degrees 41' 38" east 49.50 feet from a pipe set, which pipe in turn located south 65 degrees 46' 48" east 123.54 feet from the north east corner pipe of the twenty feet wide strip from F. G. Baldwin, et al, to Crown Oil and Wax Co., as described in the Deed recorded among the Land Records of Anne Arundel County, Maryland in Liber 2537, folio 119.

thence leaving the place of beginning and the south side of Defense Highway;

(1) South 24 degrees 24' 06" west 29.37 feet to a "PK" Nail set.

Thence continuing at right angles to the last line;

(2) South 65 degrees 35' 54" east 32.86 feet to a pipe set;

Thence continuing along the interior line parallel to and at a distance of 12.50 feet measured at right angles to the western line of the 37.00 feet wide strip being described;

(3) with a curve to the right with a radius of 55.50 feet, an arc length of 87.20 feet, subtended by a chord bearing south 20 degrees 35' 14" west 78.50 feet, to a pipe set; thence

(4) South 24 degrees 25' 26" west 146.53 feet to a point on the first, or north 65 degrees 35' 56" west 266.17 feet line of the property described above, said point being 24.50 feet from the concrete monument found at the beginning of the said line.

Being a 37.00 feet wide right of way for ingress and egress to the said 0.752 acre tract described above.



INDEMNITY/ *Financing Statement*

To Be Recorded In:

- ☒ Financing (Chattel) Records - Anne Arundel County, Maryland
☐ Financing (Chattel) Records - State Department of Assessments and Taxation
☐ Land Records - Anne Arundel County, Maryland

Note: The principal amount of debt secured hereby is: ~~X~~ a \$500,000.00 Line of Credit. This Financing Statement is not subject to recordation tax. The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the land records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

INDEMNITY/ *Financing Statement*

- | | |
|---------------------------------|---|
| 1. Debtor: | Address: |
| RHODA L. BALDWIN | 41 Defense Highway
Annapolis, Maryland 21401 |
| 2. Secured Party: | Address: |
| Sovran Bank/Maryland | 6610 Rockledge Drive
Bethesda, Maryland 20817-1876 |
| 3. Trustee: | Address: |
| Dana E. Tydings
Alice Steely | 6610 Rockledge Drive
Bethesda, Maryland 20817-1876 |

The Debtor is not primarily liable for repayment of the debt secured hereby, but has guaranteed the obligations of Baldwin Service Center, Inc.

4. This Financing Statement Covers:

- (a) Any and all buildings, structures, improvements, alterations or appurtenances now existing upon the land or at any time hereafter constructed, erected or placed upon the real estate more particularly described in "EXHIBIT A" attached hereto (the "Land") or any portion thereof and any replacements thereof including, without limitation, all equipment, apparatus, machinery and fixtures of any kind or character forming a part of said buildings, structures, improvements, alterations or appurtenances (the "Improvements");
- (b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials and fixtures whatsoever, now or hereafter attached to or installed in any and all buildings, structures, improvements, alterations or appurtenances now existing or to be erected, constructed or placed upon the Land, and any and all replacements thereof, additions thereto and substitutions therefor, including, without limitation, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, water tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, anti-theft, fire extinguishing and fire prevention apparatus and equipment, refrigerating, ventilating communications, air-cooling and air-conditioning apparatus and equipment, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors, windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, boilers, furnaces, heaters, condensers, machinery, walks, fences, ducts and compressors, ornaments, tools, rugs, shrubbery, driveways, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, whether affixed, annexed or not (the "Fixtures");
- (c) All of the right, title, interest, estate, claim or demand of the Debtor in and to any personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of the Improvements, including, without limitation, any furniture, equipment, machinery, annual crops planted or cultivated by the Debtor or those claiming under the Debtor and any timber or minerals (the "Personalty");

547-233

- (d) All of the Debtor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any federal, state, county or municipal authorities or boards to the present or any subsequent owners of the Land, the Improvements, the Fixtures or the Personalty, including any award or awards or settlements hereafter made resulting from condemnation proceedings or the taking of the Land, the Improvements, the Fixtures or the Personalty or any part thereof, under the power of eminent domain;
- (e) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to the Improvements, the Fixtures and the Personalty;
- (f) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like; all contracts and subcontracts for the construction or repair of the Improvements; and all sewer taps, permits and allocations, agreements for utilities, development rights, bonds, sureties and the like, relating to the Land, the Improvements or appurtenant facilities erected or to be erected upon the Land;
- (g) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance, refunds of fees or deposits paid to any governmental authority and proceeds of letters of credit;
- (h) All leases of the Land and the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the term of such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term and including, again without limitation, the right to receive and collect the rents thereunder;
- (i) All of the Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts and other agreements for the sale of the Land or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash and other securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right to receive and collect all proceeds thereof; and
- (j) All earnings, revenues, rents, issues, profits, avails and other income of and from the Land or the Improvements and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified, as the same may be amended, modified or supplemented.
- (k) But excludes all property owned by Tenant.
5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the land records of the jurisdiction in which the Land is located to secure an indebtedness owed by the Debtor to the Secured Party.
6. Proceeds of collateral are covered by this Financing Statement.
7. The collateral hereinabove described, or interests of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to the Land of which the Debtor is the record owner.
8. Maturity date of the obligation is stated in the Note.

Debtor:

☐ [Corporation or Partnership]

☒ [Individuals]

Rhoda L. Baldwin (Seal)
RHODA L. BALDWIN

_____ (Seal)

DATED: October 18, 1989

After this Financing Statement has been recorded, please mail the same to:

Dennis C. Brady, Esquire
O'Malley, Miles & Harrell
99 Commerce Place
Post Office Box 900
Upper Marlboro, MD 20772

EXHIBIT "A"

SILBERMANN & ASSOCIATES, INC.
Engineers Planners Surveyors
3527 East Joppa Road
Baltimore, Maryland 21234

547 231

DESCRIPTION OF A 3.947 ACRE TRACT LYING ON THE SOUTHERN SIDE OF DEFENSE HIGHWAY, MARYLAND ROUTE #450, KNOWN AS THE BALDWIN SERVICE CENTER, NEAR THREE MILE OAK IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

BEGINNING for the same on the southern side of Defense Highway, Maryland Route #450 at the beginning of the fifth, or south 27 degrees 36' west 355.5 feet line of a deed from Minnie B. Richardson to Mowbray Bowen and Hazel S. Bowen, recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. #212, folio 22, and running and binding along part of the said fifth line as now surveyed;

(1) South 19 degrees 47' 15" west 320.26 feet to a "PK" Nail set marking the northeastern corner of a 30 feet wide strip of land as saved and excepted in the deed from Mowbray Bowen and Hazel S. Bowen to F.G.B. Inc., recorded among the Land Records of Anne Arundel County, Maryland.

Thence continuing in a straight line across the end of the said 30 feet wide strip and continuing to run and bind reversely along the third, or north 27 degrees 26' east 47.5 feet line of the deed from Mowbray Bowen to Rhoda L. Baldwin, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3908, folio 198, dated June 25, 1985, in all;

(2) South 19 degrees 47' 15" west 76.69 feet to a pipe set at the southeast corner of the 3.947 acre tract now being described, and at the northwest end of the north 78 degrees 06' 23" west 70.61 feet line of the 20 feet wide strip of land deeded by F. G. Baldwin, Jr. & F. G. Baldwin & Thomas F. Baldwin, Trustees for the estate of Belle Baldwin to Crown Oil and Wax Company of Delaware, dated Oct. 12, 1972 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2537, folio 119;

Thence running and binding reversely on the second, or south 72 degrees 38' east 76.9 feet line or parcel #2 described in the aforementioned deed from Mowbray Bowen to Rhoda L. Baldwin in Liber 3908, folio 198, as now surveyed, and continuing in a straight line 224.68 feet.

(3) North 81 degrees 06' 40" west 301.58 feet to a pipe found at the southwest corner of the said 3.947 acre tract, and at the corner of a fence;

Thence running and binding on the north 02 degrees 22' east 69.0 feet line of parcel #1 of the last mentioned deed, Liber 3908, folio 198 and along the fence, and continuing in a straight line across the western end of the 30 feet wide strip of land as saved and excepted in the deed from Mowbray Bowen and Hazel S. Bowen to F.G.B. Inc., in Liber 3908, folio 198, parcel #3, in all, as now surveyed;

(4) North 05 degrees 43' 24" west 99.38 feet to a pipe found at a fence corner,

Thence continuing to run and bind along a part of the first, or north 02 degrees 22' east 467.22 feet line of the first mentioned deed from Minnie B. Richardson to Mowbray Bowen and Hazel S. Bowen in Liber J.H.H. #212, folio 22, as now surveyed, along a fence line;

(5) North 05 degrees 05' 02" west 330.0 feet to a pipe set at a corner of a property owned by Baldwin and described in a deed found among the Land Records of

EXHIBIT "A" cont'd

Anne Arundel County, Maryland, in Liber 1929, folio 214;

Thence running and binding on the last mentioned Baldwin property for the two following courses,

(6) South 66 degrees 30' 44" east 97.43 feet to a corner,

(7) North 23 degrees 29' 16" east 100.0 feet to a pipe set on the southwest side of Defense Highway,

Thence running and binding along the said southwest side of Defense Highway, and along part of the third or south 58 degrees 39' east 120.8 feet line of the said deed described in the aforementioned Liber J.H.H. #212, folio 22, as now surveyed;

(8) South 66 degrees 30' 44" east 29.22 feet to the end of the said third line, and continuing along the southwest side of Defense Highway and running and binding along the fourth or south 57 degrees 55' east 326.2 feet line of the said description in Liber J.H.H. #212, folio 22, as now surveyed;

(9) South 65 degrees 46' 48" east 345.93 feet to a pipe set at the place of beginning.

BEING all of the lands described in Liber 3690, folio 785, Parcel #1, containing 3.315 acres and all of the land in Parcels #1, 2 and 3 described in Liber 3908, folio 198.

CONTAINING 3.947 acres of land, more or less.

SUBJECT TO THE FOLLOWING EASEMENTS:

1. A forty feet wide right of way as conveyed in a deed of easement and agreement made July 26, 1989 conveyed by Rhoda L. Baldwin unto Anne Arundel County, Maryland, to Lay Construction and maintain public utilities, as recorded among the Land Records of Anne Arundel County, Maryland, in Liber 4900, page 755.

The said 40 feet wide easement beginning at the northeast corner of the 3.947 acre parcel described above;

Thence running and binding along the easternmost outline of the said 3.947 acre tract;

(1) South 19 degrees 35' 02" west 396.95 feet to a pipe set at the southeast corner of the said 3.947 acre tract;

Thence running and binding along part of the southern line of the said 3.947 acre tract;

(2) North 81 degrees 15' 16" west 40.78 feet to a point intersected by the western line of the 40 feet wide easement now being described;

Thence running and binding along the said western line;

(3) North 19 degrees 35' 02" east 407.69 feet to southern side of Defense Highway;

Thence running and binding along the said southern side of Defense Highway;

(4) South 66 degrees 00' 58" east 40.12 feet to the place of beginning;

2. A 15 feet wide utility easement and contiguous 15 feet wide construction strip for a combined width of 30 feet, the line of division of the two 15 feet wide strips beginning on the southern right of way of Defense Highway, Maryland Route #450, at a

547 236

distance of 25.08 feet north 66 degrees 00' 58" west from the northeast corner of the 3.947 acre tract described above;

Thence running in a line parallel to and 25.0 feet from and as measured at right angles to the eastern line of the said 3.947 acre tract;

(1) South 19 degrees 35' 02" west 403.66 feet to intersect the southernmost line of the said 3.947 acre tract herein described;

The said utility and construction easements are described in a deed found among the Land Records of Anne Arundel County, Maryland in Liber 4900, page 758 and are shown as Exhibit "B 1" on page 760 of Liber 4900. The said utility easement contains 6,085 square feet, and a construction easement containing 6,025 square feet of land, more or less.

Being for both parts of the 40 feet wide, use in common, right of way in a deed recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2460, folio 727.

3. A 15 feet wide utility easement with a contiguous 15 feet wide construction easement, less existing building clearance area, having a combined width of 30 feet;

The beginning of the line of division between the two 15 feet wide strips at a point in the western or north 19 degrees 35' 02" east 407.69 feet line of the above referenced 40 feet wide, use in common, right of way said point being located 15.27 feet from the beginning of the 407.69 feet line;

Thence running parallel to the southern line of the 3.947 acre tract, north 81 degrees 15' 16" west 268.23 feet to the western line of the said tract, all as shown on a plat prepared for the Department of Public Works of Anne Arundel County, Maryland, entitled, "15 feet utility easement and 15 feet construction strip, lands of Rhoda L. Baldwin, Drawing #2 of 2, dated March 1989 and shown on Exhibit "B-2" on page 761 of Liber 4900. Containing 3.971 square feet for the utility easement, and 4,076 square feet for the construction strip.

Being part of Parcels #1 and #2 described in Liber 3908, folio 198.

4. Existing 20 feet wide utility easement between Rhoda L. Baldwin and the Annapolis Self Storage Limited Partnership in a deed found among the Land Records of Anne Arundel County, Maryland, in Liber 3715, page 271, being located as the easternmost half of the 40 feet wide right of way running along the easternmost line of the 3.947 acre tract described above as recorded in Liber 4900, page 755.

5. A deed of easement and agreement, dated October 7, 1981 between Charles C. Baldwin, Thomas I. Baldwin, and Bernadete B. Darrow, surviving partners; Rhoda L. Baldwin, Thomas I. Baldwin and Maryland National Bank; co-executors under the Will of Frank G. Baldwin, Jr., deceased partner of Baldwin Service Investors, A Maryland General Partnership, grant and convey unto Anne Arundel County, Maryland, the right to lay and construct and maintain sewers, storm drains, water pipes and other public utilities services and appurtenances thru the land of Baldwin Services Investors; Beginning for the same at a point on the south side of Defense Highway, Maryland Route #450, (West Street) at a distance of 36.64 feet south 66 degrees 10' 35" east from the northwest corner of the 3.947 acre tract described above;

Thence running and binding on the southern side of the said Maryland Route #450;

EXHIBIT "A" cont'd

547 237

(1) South 66 degrees 10' 35" east 15.000 feet, thence leaving the south side of Maryland Route #450 and running thru the 3.947 acre tract for two courses:

(2) South 23 degrees 20' 31" west 33.705 feet

(3) North 66 degrees 10' 35" west 51.327 feet to a point on the north 23 degrees 29' 16" east 100.00 feet western line of the said 3.947 acre tract;
Thence with part of the said western line;

(4) North 22 degrees 48' 16" east 15.002 feet; thence leaving the said western line the two following courses;

(5) South 66 degrees 10' 35" East 36.466 feet

(6) North 23 degrees 20' 31" east 18.704 feet to the south side of Maryland Route #450 and the place of beginning.

Containing 1,052 square feet of land as shown on a right of way Plat #3, contract #1534-W West Street tie line as shown on page 890 of Liber 3453.

Being a part of the conveyance from William L. Corbin, Trustee, to Baldwin Service Investors by a Deed recorded among the Land Records of Anne Arundel County, Maryland, in Liber WGL 3072 folio 203, dated January 16, 1978.

EXHIBIT "A" cont'd

SILBERMANN & ASSOCIATES, INC.
ENGINEERS Planners Surveyors
3527 East Joppa Road
Baltimore, Maryland 21234

547-238

DESCRIPTION OF A 0.752 ACRE TRACT OF LAND ON THE WESTERN SIDE OF THE WEST RAMP FROM DEFENSE HIGHWAY, MARYLAND ROUTE #450, TO THE BALTIMORE WASHINGTON EXPRESSWAY, U.S. ROUTE #50 AND 301, NEAR THREE MILE OAK IN ANNE ARUNDEL COUNTY, MARYLAND.

BEGINNING for the same at a concrete monument found on the northwestern right of way line of the west connecting ramp to the Baltimore Washington Expressway, US Route #50 and #301, as shown on the Maryland State Roads Commission Right of Way Plat #9914, said point marking the beginning of the north 58 degrees 33' 00" west 265.20 feet line of the deed from Frank G. Baldwin, Jr., et al to Humble Oil and Refining Company, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2301, folio 90;

Thence running and binding o the said last mentioned line, as now surveyed; and crossing pipes set at 24.50 feet and 12.50 feet at the intersection of two strips 24.50 feet and 12.50 feet wide at the beginning of a 37.00 feet wide strip leading from the parcel now being described to the southern side of Defense Highway and continuing in all;

(1) North 65 degrees 35' 56" west 266.17 feet to a pipe set on the third, or north 19 degrees 36' 27" east 226.39 feet line of a deed dated October, 1972, found among the said Land Records in Liber 2537, folio 119, from F. G. Baldwin, Jr. and F. G. Baldwin and Thomas I. Baldwin, Trustees for the estate of Belle Baldwin conveyed to Crown Oil and Wax Company of Delaware.

Thence running and binding on the said last mentioned line as now surveyed;

(2) South 19 degrees 47' 15" east 75.47 feet to a pipe set at a point of curvature;

(3) with a curve to the left with a radius of 25.00 feet and an arc length of 29.66 feet, as subtended by a chord bearing south 14 degrees 12' 01" east 27.95 feet, with a central angle of 67 degrees 58' 27", t a pipe set at a point of reverse curvature;

(4) with a curve to the right with a radius of 55.00 feet, an arc length of 62.71 feet, subtended by a chord bearing south 15 degrees 31' 26" east 59.37 feet, and a central angle of 65 degrees 19' 44", to a pipe set near a fence line along the south line of the parcel now being described;

Thence running and binding along the said fence line;

(5) south 77 degrees 08' 30" east 122.96 feet to a pipe set;

Thence along a fence line running at right angles to the last line;

(6) South 12 degrees 51' 30" west 30.00 feet to a pipe set at a fence corner;

Thence running and binding along the said fence;

(7) South 77 degrees 08' 30" east 65.73 feet to a concrete monument found at the western edge of the west ramp of the Baltimore Washington Expressway, US routes #50 and #301;

Thence running and binding along the said western edge of the said west ramp for two courses;

(8) North 32 degrees 38' 37" east 95.30 feet to a pipe set;

EXHIBIT "A" con't

(9) North 24 degrees 25' 26" east 39.92 feet to the place of beginning.

CONTAINING 0.752 acres of land more or less.

TOGETHER with the use of a 37.00 feet wide right of way as described in a deed from Franklin G. Baldwin, Jr., et al to Humble Oil and Refining Company as recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2301, folio 90;

The said 37.00 feet wide right of way being described by the 12.50 feet line to the east of the westernmost side of the 37.00 feet strip as follows:

BEGINNING at the south side of Defense Highway at a cross cut in the concrete, at a point south 57 degrees 41' 38" east 49.50 feet from a pipe set, which pipe in in turn located south 65 degrees 46' 48" east 123.54 feet from the north east corner pipe of the twenty feet wide strip from F. G. Baldwin, et al, to Crown Oil and Wax Co., as described in the Deed recorded among the Land Records of Anne Arundel County, Maryland in Liber 2537, folio 119.

thence leaving the place of beginning and the south side of Defense Highway;

(1) South 24 degrees 24' 06" west 29.37 feet to a "PK" Nail set.

Thence continuing at right angles to the last line;

(2) South 65 degrees 35' 54" east 32.86 feet to a pipe set;

Thence continuing along the interior line parallel to and at a distance of 12.50 feet measured at right angles to the western line of the 37.00 feet wide strip being described;

(3) with a curve to the right with a radius of 55.50 feet, an arc length of 87.20 feet, subtended by a chord bearing south 20 degrees 35' 14" west 78.50 feet, to a pipe set; thence

(4) South 24 degrees 25' 26" west 146.53 feet to a point on the first, or north 65 degrees 35' 56" west 266.17 feet line of the property described above, said point being 24.50 feet from the concrete monument found at the beginning of the said line.

Being a 37.00 feet wide right of way for ingress and egress to the said 0.752 acre tract described above.



Financing Statement

Record in:

- ☐ Not Subject to Recordation Tax
☐ Subject to Recordation Tax; Principal Amount is \$
☐ To Be Recorded in Land Records of

- ☒ SDAT
☐ Montgomery County
☐ Prince George's County
☒ Other Anne Arundel County

NAME	Street	CITY	State
1. Debtor(s)			
Baldwin Service Center, Inc.	41 Defense Highway	Annapolis	MD 21401

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check ☒ one or more boxes as applicable:

☐ ~~All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.~~

☒ Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.

☒ Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.

☐ ~~Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.~~

☒ Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: N/A

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

Baldwin Service Center, Inc.

By:

a Maryland corporation

Type Name Donald L. Arnold

By: Rhoda L. Baldwin

Title Vice President

Name: Rhoda L. Baldwin

Dated: October 18, 1989

Title: Chairman of the Board

Type or Print Name and Title of Each Signature

SCHEDULE A

547 241

None

547 242

278915

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

- | | |
|--|--|
| 1. Debtor:
RK FAIRFIELD JOINT VENTURE
a Maryland Joint Venture | Address:
342 Bantry Court
Annapolis, Maryland 21401 |
| 2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK | Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: Marion J. Minker, Jr. |



3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or

15

547 243

purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any development of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust and Deed of Trust Promissory Note in the amount of \$2,515,000.00 executed even date herewith between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor: RK FAIRFIELD JOINT VENTURE
a Maryland Joint Venture

BY: Thomas F. Redd (SEAL)
Thomas F. Redd
Joint Venturer

BY: Margaret J. Redd (SEAL)
Margaret J. Redd
Joint Venturer

BY: Jack Kontgias (SEAL)
Jack Kontgias
Joint Venturer

10-16-89

S43488ms.fin

517 me 244

EXHIBIT A

BEING all that property set forth and described on
Plats of Subdivision entitled, "FAIRFIELD ESTATES, SECTION I,"
Tap Map 38, Blocks 7 and 14, Parcels 38 and 93, Plats 1 through
4, inclusive, recorded among the Land Records of Anne Arundel
County in Plat Book No. 121, page 27, 28, 29 and 30.

Please Return to

BLUMENTHAL, WAYSON, DOWNS AND OFFUTT, P.A.
BOX 868
ANNAPOLIS, MARYLAND 21404-0868

Attn: David S. Bruce

This Deed, Made this 19th day of October in the year
nineteen hundred and eighty-nine by J. Marley Corporation, a Maryland
Corporation

Whereas, the said J. Marley Corporation

indebted unto sundry persons in various sums of money, which ~~hexx~~ it is unable to pay in
full and desires to convey all ~~hxits~~ property and estate to Melvin C. Paul, trustee,

in trust for the benefit of ~~hxits~~ creditors as hereinafter set forth.

This trust includes all of the personal property located at 6027 Ritchie Highway,
Glen Burnie, Maryland 21225, including, but not limited to, inventory, including
used motorcycle, parts and supplies, furniture and fixtures, deposits, accounts
receivable, and bank accounts.



A. L. E. SCHAFER
AN OL. FIDELITY TRUST

RECORD FEE
POSTAGE

Now, Therefore, this Deed Witnesseth That, in consideration of the premises and the sum
of five dollars, the said J. Marley Corporation

A. L. E. SCHAFER
AN OL. FIDELITY TRUST

A. L. E. SCHAFER
AN OL. FIDELITY TRUST

do es hereby grant, convey and assign unto the said Melvin C. Paul

h is heirs, personal representatives and assigns, all ~~hxits~~

estate and property of every nature, kind or description, real and personal, in possession, reversion,
remainder or expectancy, and wheresoever situated

To Have And To Hold the same unto the said Melvin C. Paul

h is personal representatives and assigns, in trust and confidence, nevertheless, for the following purposes, to wit:

First: To take possession of the said estate and property, and without unnecessary delay, to convert the same into money by the sale of so much as is salable, and collection of so much thereof as is collectable, and to apply the proceeds, after the payment of the lawful expenses of this trust, including a commission of fifteen per cent., upon the trust fund to said Melvin C. Paul

for h is services according to law in such cases, and after the payment of the wages or salaries due to the clerks, employees or servants of said grantor contracted within three months anterior to the execution of this deed, to the payment in full of the debts due and owing by the said J. Marley Corporation

without preference or priority, except as by law provided, if the net proceeds shall be sufficient therefor, and if insufficient, then to the payment of the aforesaid debts pro rata, without preference or priority except as aforesaid, as the same would be decreed to be paid by a Court of Equity.

Secondly: After the payment in full of all the debts aforesaid, and all claims and demands whatsoever against the said J. Marley Corporation

for which ~~it~~ it may be liable, in trust to pay the surplus, if any there be, to the said J. Marley Corporation

~~it~~ its proper representatives and assigns.

And the said J. Marley Corporation

for the purposes aforesaid, do es hereby make, constitute and appoint the said

h is true and lawful attorney, irrevocable, in his name or otherwise, to ask, demand, sue for, recover and receive of and from all and every person or persons all the property, goods, chattels, wares, merchandise, debts or sums of money due, owing or belonging to the said J. Marley Corporation

and hereby granted and conveyed,

and for all receipts and deliveries to make, execute and acknowledge due acquittances, and to compound for any doubtful debts; and further to do all other lawful acts required to be done in the premises in the due and lawful execution of this trust.

As Witness the ~~XXXXXXXXXX~~ seal of the said J. Marley Corporation, a Maryland Corporation, and the signature of John Marley, president

the day and year first above written.

TEST:

Maney L. Bessi

John Marley [SEAL]
John Marley, President
[SEAL]

State of Maryland, CITY OF BALTIMORE, to wit:
County of ~~Anne Arundel~~
I HEREBY CERTIFY, That on this 19th day of October, 19 89,

before me, the subscriber, a Notary Public of the State of Maryland, in and for J. Marley Corporation
, personally appeared John Marley

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Maney L. Bessi
Notary Public

My Commission expires:

.....7/1/90.....

FINANCING STATEMENT

1. To Be Recorded in the Land Records.
2. ✓ To Be Recorded among the Financing Statement Record.
3. Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of .

5. Debtor's Name Address

One Annapolis Street
Partnership, a Maryland
general partnership

210 TOWNE 4-12-96
P.O. BOX 1596
ANNAPOLIS, MARYLAND 21404

6. Secured Party

Address

First National Bank
of Maryland

Attn: Commercial Real Estate
Division
Mail Stop 109-900
P.O. Box 1596
Baltimore, MD 21203



7. This Financing Statement covers and Debtor hereby grants to the Secured Party, a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

All of the machines, apparatus, equipment, fixtures and articles of personal property and all plans, specifications, contracts, deposits and all general intangibles (including tradenames) of Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

8. All or a portion of the tangible property described above is affixed or is to be affixed to on the real estate described on Exhibit A attached hereto and made a part hereof by reference.

DEBTOR:

SECURED PARTY:

One Annapolis Street Partnership,
a Maryland general partnership

First National Bank of
Maryland

By: [Signature]
Mike Sharigan, General Partner

By: [Signature]
Chamney Brown, II, Vice President

By: [Signature]
Robert A. Pascal, General Partner

By: [Signature]
Nancy Sharigan, General Partner

Address where Collateral will be located:

1 Annapolis Street
Annapolis, MD 21401

Mr. Clerk: Please return to M. Willson Offutt IV, Esquire,
Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral Street,
P.O. Box 868, Annapolis, Maryland 21404.

A:F43403.FS F #24

14.5

BEGINNING for the First at an iron pipe set on the Southwest side of Annapolis Street and South 42° 00' East 35.88 feet from an iron pipe found at the division corner between Lot 4 and Lot 6 Block 3 as shown on a Plat of West Annapolis and recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book A page 21; thence running from the place of beginning so fixed and running along the said Southwest side of Annapolis Street South 42° 00' East 64.12 feet to an iron pipe found at the intersection formed by the Southwest side of Annapolis Street with the Northwest side of Taylor Avenue; thence with the Northwest side of Taylor Avenue South 48° 00' West 100.0 feet to an iron pipe found; thence leaving said Taylor Avenue and running through Lot 2 and Lot 4 Block 3 as shown on the above mentioned plat of West Annapolis North 42° 00' West 64.20 feet to an iron pipe set; said iron pipe being South 42° 00' East 35.80 feet from an iron pipe found in the division line between Lot 4 and Lot 6 Block 3 as shown on said plat; thence continuing through Lot 4 as shown on said plat North 48° 03' East 100.0 feet to the place of beginning. Being part of Lot 2 and part of Lot 4, Block 3, as shown on the plat of West Annapolis recorded among the Plat Records of Anne Arundel County in Plat Book A page 21.

BEGINNING for the Second at an iron pipe found on the Northwest side of Taylor Avenue and South 48° 00' West 100.0 feet from an iron pipe found at the intersection formed by the said Northwest side of Taylor Avenue with the Southwest side of Annapolis Street; thence running from the place of beginning so fixed and running along the said Northwest side of Taylor Avenue South 48° 00' West 60.0 feet to a point located at the division corner between Lot 2 and Lot 5 Block 3 as shown on a plat of West Annapolis recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book A page 21; thence running with the division line between Lots 2 and 4 and Lot 5, Block 3, as shown on said plat and leaving said Taylor Avenue North 42° 00' West 100.0 feet to an iron pipe found at the division corner between said Lot 4 and Lot 6 Block 3; thence with part of the division line between said Lot 4 and Lot 6 North 48° 00' East 60.0 feet to an iron pipe found; thence running through Lot 4 and Lot 2 Block 3 as shown on said Plat South 42° 00' East 100.0 feet to the place of beginning. Being part of Lot 2 and Part of Lot 4 Block 3 as shown on the above-mentioned plat of West Annapolis recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book A page 21.

BEGINNING for the Third at an iron pipe found on the Southwest side of Annapolis Street and at the division corner between Lot 4 and Lot 6 Block 3 as shown on a plat of West Annapolis recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book A page 21; thence running from the place of beginning so fixed and running along the said Southwest side of Annapolis Street South 42° 00' East 35.88 feet to an iron pipe set; thence leaving said Annapolis Street and running through said Lot 4 for new lines of division South 48° 03' West 100.0 feet to an iron pipe set and North 42° 00' West 35.80 feet to an iron pipe found in the above-mentioned division line between Lot 4 and Lot 6; thence with part of said division line North 48° 00' East 100.0 feet to the place of beginning. Being part of Lot 4 Block 3 as shown on the above-mentioned plat of West Annapolis recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book A page 21.

BEING the same property described in a Deed of even date herewith from Robert A. Pascal unto One Annapolis Street Partnership, recorded or intended to be recorded immediately prior hereto among the aforementioned Land Records.

547 250

FINANCING STATEMENT

(To Be Used Where The Collateral Is Fixtures)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Annapolis Contractors, Inc.
 (Name or Names—Last Name First)
2 Evergreen Road, Severna Park, MD 21146
 (Address)
2. SECURED PARTY: Eastern Savings Bank, fsb
 (Name or Names)
Executive Plaza II, 11350 McCormick Road, Suite 200, Hunt Valley,
 (Address) MD 21031
3. ASSIGNEE (If any)
 OF SECURED PARTY: _____
 (Name or Names)

 (Address)
4. This Financing Statement covers the following types (or items) of property:
 See Exhibit "B"

5. The land upon which the above described collateral is or is to be located is described as follows:

See Exhibit "A"

- (If additional sheets are attached hereto, state number thereof: two)
6. Proceeds of collateral are covered hereunder: YES ☒ NO ☐
7. This transaction (is) (is not) exempt from the Recordation Tax.
8. The principal amount of the debt initially incurred is: \$388,000.00, required recordation tax paid to Clerk of the Circuit Court of Anne Arundel County, Maryland
9. Filed with: Financing Statement Records of Anne Arundel County, Maryland
10. RETURN TO: Semmes, Bowen & Semmes, 250 West Pratt St., Baltimore, MD
 21201
- Dated this 27th day of September, 19 89

DEBTOR: ANNAPOLIS CONTRACTORS, INC.

By: Richard E. Nash, Jr.
 President

(Title)

FOR FILING OFFICER USE

File No. _____ Date and Hour of Filing _____

Record Reference _____

UCC-1

1300
 00

EXHIBIT "B"

547 REC 251

a. The interest of Debtor in all building materials and fixtures, equipment, furniture, furnishings and inventory of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to the real property described in Paragraph 4 of this Financing Statement, and the improvements thereon (such real property and the improvements herein referred to as the "Property") or any part thereof, and used or useable in connection with any present or future use or operations of the property, or any part thereof, whether now owned or hereafter acquired by the Secured Party, the Debtor or others, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof; and together with all proceeds thereof in accordance with the terms of the loan documents including the proceeds, if any, of all insurance policies in connection therewith and all condemnation awards. The property is also described in a certain Deed of Trust of even date herewith between Debtor and the Secured Party.

b. The interest of Debtor in any and all judgments, awards or payments (other than insurance payments belonging to Debtor), as a result of or in connection with (i) any taking of property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage to the property.

c. The interest of the Debtor in all payments or prepaid premiums, from all casualty insurance policies covering the property (subject to the terms of the loan agreement.)

d. All leases and rents with respect to the subject property, including security deposits, reserving to Debtor the right to collect rents until notified to the contrary by Secured Party.

e. The interest of Debtor in all plats, drawings, architectural plans, engineering studies, contracts, agreements, licenses, permits, approvals or other tangibles (to the extent that the same may now or at any time hereafter exist) pertaining to the development of the Property.

EXHIBIT "A"

ANNAPOLIS CONTRACTORS, INC.

ALL those lots or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 355, 356, 357, and 371, as shown on a plat of the Sunset Heights Addition to Sylvan Shores, said plat being recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod F-6, Plat No. 1, now Plat Book 21, folio 20.

Transaction is a Conditional Sales Contract. Debtor will own property upon payment of all installments.

MARYLAND FINANCING STATEMENT

517 253

UCC-1

☒ Not Subject to Recordation Tax

☐ Recordation Tax of \$ _____ on

Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer

File No.: _____

Record Reference: _____

Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Rudiger Printing Co., Inc.

(Name or Names)

550 N. Crain Highway, Glen Burnie, MD 21061

(Address)

DEBTOR: _____

(Name or Names)

(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation

(Name or Names)

8019 Belair Road, Suite 2, Baltimore, MD 21236

(Address)

3. ASSIGNEE (if any)

of SECURED PARTY: Harbor Federal Savings & Loan Assn.

(Name or Names)

P.O. Box 12309, Baltimore, MD 21281-2309

(Address)

4. This Financing Statement covers the following types (or items) of property:

One - Epic Delta Dampening System, S/N

One - Heidelberg GTO 52 Single Color Press, S/N 692521

RECORD FEE 1.10
POSTAGE .50
#48250 CITY NOS 112-110
10/21/89
H. ERLE SCHAFER
HA CO. CIRCUIT COURT
RECORD FEE 9.90
#48250 CITY NOS 112-111
10/21/89
H. ERLE SCHAFER
HA CO. CIRCUIT COURT

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes ☒ No ☐
Products of Collateral are also covered: Yes ☐ No ☒

DEBTOR(S):

Rudiger Printing Co., Inc.

By: Richard A. Rudiger, President

Richard A. Rudiger, President
(Type or print name of person signing)

By: _____

(Title)

(Type or print name of person signing)

SECURED PARTY:

Atlantic Industrial Credit Corporation

By: Robert E. Polack, President

Robert E. Polack, President
(Type or print name of person signing)

Return To: SECURED PARTY

11.50

041 251

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: September 25, 1989

278920

(X) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): Donald B. Hall, Sr.
Elizabeth A. Hall

d

ADDRESS: 2653 Queen Anne Circle
Annapolis, MD 21403

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF
PROPERTY:

Konica 1790 Copier, serial number C467707515; Konica ADF, serial number 197604883;
with stand

Konica 2203, serial number 008-945-596, with LCT, ADV, 20 bin, rail kit and stand



RECORD FEE 12.00
POSTAGE .50
ANAPOLIS CITY MD 21403 10/21/89
H. ERLE SCHAFER
AN MD. CIRCUIT COURT

DEBTOR(S):

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

(Company Name)
BY: Donald B. Hall, Sr.

BY: Elizabeth Ann Hall

BY: Elizabeth A. Hall

BY: John M. Crook
(Authorized Signature)

John M. Crook, Senior Vice President
(Type Name and Title)

(NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signer.)

1730

REORDER FROM
Registra, Inc.
514 MERCY ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

STATE OF MARYLAND

547 255

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277018
RECORDED IN LIBER 540 FOLIO 259 ON 4/20/89 (DATE)

1. DEBTOR

Name Command Technology Inc.
Address 2600 Cabover Drive, Hanover, MD 21076

2. SECURED PARTY

Name W.C. Burroughs & Associates Inc.
Address 7146 Montevideo Road, Jessup, MD 20794

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination ☒
(Indicate whether amendment, termination, etc.)

RECORD FEE 1.00
FILING FEE 2.00
POSTAGE .50
#40579 277-003 112-13
10/21/89
H. E. E. JOHNSON
AR CO. 277-003 (10/21/89)



Dated

1550
10/10/89

(Signature of Secured Party)

Dora Burroughs Sec. Party

Clerk of the Circuit Court
Anne Arundel County
P.O. Box 71
Annapolis, Maryland 21404

547 256

File No.

Record Reference: Liber.....

Folio.....

TERMINATION STATEMENT

To Be Recorded in the Land
Records. (For Fixtures Only)

The undersigned Secured Party of Record presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number:.....274230.....;

Record Reference: Liber.....531..... Folio.....147.....;

Date of Filing: Aug. 17, 1988.

2. The name(s) and address(es) of the Debtor(s) is(are):

Name of Debtor

Address

Service Motors, Inc.

950 Wieker Road
Severn, Maryland 21144

3. The name and address of the Secured Party of Record is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

THE CITIZENS NATIONAL BANK

Dated:.....October.....10, 1989.....

By:

Marilyn F. Horton
Marilyn F. Horton
Assistant Vice President
Type or print all names
and titles under signatures.

1830
ILD-121-3M

547-257

278921

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Charles F. Leasner and/or

1665 Shannon O Circle, Bell's M.H.P.,
Severn, Maryland 21144

Delores M. Leasner

1665 Shannon O Circle, Bell's M.H.P.,
Severn, Maryland 21144

SECURED PARTY

John Hanson Savings Bank FSB

809 Gleneagles Court, Suite 201
Towson, Maryland 21204

1. This Financing Statement covers the following types (or items) of property (the collateral). 1989 Princess mobile home - 14 X 72, Serial #ZZZ22882 & incl. all fixtures, appliances & appurtenances therein & thereto; includes, but not limited to, those items specified on the mfg.'s invoice &/or purchase agreement &/or retail installment contract.
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Charles F. Leasner &
Delores M. Leasner

Secured Party

JOHN HANSON SAVINGS BANK FSB

By

[Signature]

NOTE: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Kent Mobile Homes which has been assigned to John Hanson Savings Bank FSB.

170.8

517-258

278902

ANNE ARUNDEL COUNTY, MARYLAND

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS ☐ YES ☐ NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 10-11-1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address: MONARCH EQUITY REALTY INVESTMENT TRUST, TRUSTEE FOR EDWARD F. MISCHLER 4609-D PINECREST OFFICE PARK DRIVE ALEXANDRIA, VA 22312	Check the box indicating the kind of statement. Check only one box. <input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
Name and address of Secured Party THE PALMER NATIONAL BANK 1667 K STREET, N.W. WASHINGTON, DC 20006	Name and address of Assignee
Date of maturity, if any	Check if proceeds/products of collateral are covered (<input checked="" type="checkbox"/>)

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

ASSIGNMENT OF MONARCH EQUITY REALTY INVESTMENT TRUST, TRUSTEE FOR EDWARD F. MISCHLER'S ONE THIRD (1/3) INTEREST IN THAT CERTAIN JOINT VENTURE KNOWN AS BAY RIDGE ASSOCIATES, ESTABLISHED PURSUANT TO AGREEMENT DATED SPETEMBER 22, 1984 BETWEEN EDWARD F. MISCHLER, ROBERT J. ROCHETTE, JR., AND J.C. ADSIT ENTERPRISES, AS AMENDED ON MAY 15, 1985..

If the underlying secured transaction(s) being publicized by this Financing Statement is/are wholly or partially subject to the Maryland Recordation Tax imposed by Title 12 of the Tax-Property Article, then enter the taxable principal amount of the debt:
\$

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
() already subject to a security interest in the state of _____ when it was brought into this state or when the debtor's location was changed to this state, or
() which is proceeds of the original collateral described above in which a security interest was perfected.

WILLIAM H. STANHAGAN, MANAGING TRUSTEE <i>William H. Stanhagan Managing Trustee</i>	THE PALMER NATIONAL BANK <i>Laurel Ad</i>
EDWARD F. MISCHLER, BENEFICIARY	Signature of Secured Party
Signature of Debtor(s)	

278923

: 517 259

ANNE ARUNDEL COUNTY, MARYLAND

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS ☐ YES ☐ NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 10-11-1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

MONARCH EQUITY REALTY INVESTMENT TRUST
4609-D PINECREST OFFICE PARK DRIVE
ALEXANDRIA, VA 22312

Check the box indicating the kind of statement.
Check only one box.

- ☒ ORIGINAL FINANCING STATEMENT
☐ CONTINUATION ORIGINAL STILL EFFECTIVE
☐ AMENDMENT
☐ ASSIGNMENT
☐ PARTIAL RELEASE OF COLLATERAL
☐ TERMINATION

Name and address of Secured Party

THE PALMER NATIONAL BANK
1667 K STREET, N.W.

WASHINGTON, DC 20006

Name and address of Assignee

Date of maturity, if any

Check if proceeds/products of collateral are covered (X)

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

ASSIGNMENT OF MONARCH EQUITY REALTY INVESTMENT TRUST'S ONE THIRD (1/3) INTEREST IN THAT CERTAIN JOINT VENTURE KNOWN AS BAY RIDGE ASSOCIATES, ESTABLISHED PURSUANT TO AGREEMENT DATED SEPTEMBER 22, 1984 BETWEEN EDWARD F. MISCHLER, ROBERT J. ROCHETTE, JR., AND J.C. ADSIT ENTERPRISES, AS AMENDED ON MAY 15, 1985..

If the underlying secured transaction(s) being publicized by this Financing Statement is/are wholly or partially subject to the Maryland Recordation Tax imposed by Title 12 of the Tax-Property Article, then enter the taxable principal amount of the debt:
\$

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
() already subject to a security interest in the state of _____ when it was brought into this state or
when the debtor's location was changed to this state, or
() which is proceeds of the original collateral described above in which a security interest was perfected.

WILLIAM H. STANHAGAN, MANAGING TRUSTEE

THE PALMER NATIONAL BANK

Signature of Debtor

Signature of Secured Party

547 260

278924

- ☒ Not subject to recordation tax
☒ Subject to recordation tax in the amount of \$ _____
☐ To be recorded in Land Records
☒ To be recorded in Chattel/-Financing Records.
☐ To be recorded in Dept. of Assessment & Taxation

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Eckert Instrument Company
(Name or Names - Last Name First)
109 Pinecrest Dr., Annapolis, Md. 21403
(Address)

2. SECURED PARTY: **MADISON BANK OF MARYLAND**
8677 Georgia Avenue
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property in which Debtor grants a security interest to the Secured Party (check the lines which apply):

☐ **Equipment.** The Debtor's equipment of the following Description:

and all increases, substitutions, replacements, additions and accessions thereto, and all proceeds of the foregoing of every type.

☒ **Inventory.** All of the Debtor's present and future inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds.

☒ **Receivables.** All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of Inventory.

☐ **Furniture, Fixtures, Equipment and Supplies.** All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements, additions and accessions to any of the foregoing, of every type, including cash and non-cash proceeds, and insurance proceeds.

☐ **Other.**

4. Proceeds of collateral are covered hereunder: YES ☒ NO ☐

5. Products of collateral are covered hereunder: YES ☒ NO ☐

6. Filed with: _____

7. RETURN TO: **MADISON BANK OF MARYLAND**

Dated this 22nd day of September, 19 89.

DEBTOR:

Hugh B. Eckert
(Name)
President
(Title)

SECURED PARTY:

MADISON BANK OF MARYLAND

BY: *James A. [Signature]*
(Name)
BESSY V. P.
(Title)

278925

547 261

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Yong K. Chung and Yung J. Chung T/A K.C. Custom Cleaners 480-B Ritchie Highway Severna Park, MD 21146	2. Secured Party(ies) and address(es) James Madison Financial Corp. 1730 M. Street, N.W. Washington, D.C. 20036	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
--	--	--

4. This financing statement covers the following types (or items) of property:

- 1 AQU45-C Ajax Utility Press
- 1 CBXY Ajax Single Back Bury Press
- 1 CBS Ajax Cabinet Bag Sleever

This is a conditional sales contract not subject to recordation tax.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Yong K. Chung and Yung J. Chung T/A
K.C. Custom Cleaners

James Madison Financial Corporation

By: Yong K. Chung Signature(s) of Debtor(s) Yong K. Chung, Owner

By: [Signature] Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1350

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No.

547 262

278926

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C & M Machine Service
Address 500 Wills Lane Glen Burnie, MD. 21061

2. SECURED PARTY

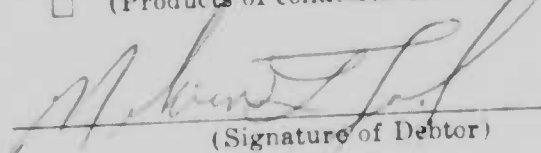
Name Phillips Financial Services, Inc.
Address 10220 Old Columbia Rd. Columbia, MD. 21046

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)
- 1 Bridgeport Series I Milling Machine Model 12BR2J
- S/N 465290389Y

CHECK ☒ THE LINES WHICH APPLY

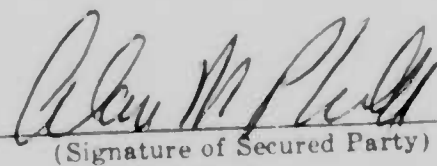
5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- ☐ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

 (A.A.)
(Signature of Debtor)

Melvin L. Fish
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party)

Alan Phillips

Type or Print Above Signature on Above Line

1700

STATE OF MARYLAND

547 263

Anne Arundel County

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273753

RECORDED IN LIBER 529 FOLIO 373 ON 7/14/88 (DATE)

1. DEBTOR

Name Holmatro, Inc.Address 412 Headquarters Dr, Millersville, MD 211087466 New Ridge Rd, Hanover, MD 21107-6

2. SECURED PARTY

Name American Security Bank, N.A.Address 1501 Pennsylvania Ave., NW, Washington, D.C. 20013Maryland National Bank, 1713 West Street, AARU, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

Maryland National Bank
1713 West Street
Att: AARU, MS 500-270
Annapolis, Maryland 21403



Mail To:
Maryland National Bank
Att: AARU
1713 West Street
Annapolis, Maryland 21403

American Security Bank, N.A.

Dated

October 12, 1989

(Signature of Secured Party)

LAWRENCE F. CAMP

Type or Print Above Name on Above Line

547-264

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278927

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bay Country Rentals of Pasadena, Inc.Address 8017 Ft. Smallwood Road, Baltimore, Md. 21226

2. SECURED PARTY

Name JOHN C. LOUIS COMPANY, INC.Address 1805 Cherry Hill RoadBaltimore, Maryland 21230

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- (1) Melroe Bobcat Model M742 S/N 5074-23158
 60" Bucket with teeth and flotation tires
 909 Brackets

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

ASSIGNEE

Clark Credit Company
 500 Circle Drive
 Buchanan, Michigan 49107

(Signature of Debtor)

Michael A. Wist, Sr. President
 Type or Print Above Signature on Above Line
 Michael A. Wist, Sr.

(Signature of Debtor)

Type or Print Above Signature on Above Line

JOHN C. LOUIS COMPANY, INC.

(Signature of Secured Party)

Wilmer S. Davison
 Wilmer S. Davison, President

Type or Print Above Name on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

547-265
Identifying File No. 878009

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~

Lessee:

Name NICTO INC. T/A NICK AND TOM'S PLACE

Address 3638 Clay St., Annapolis, MD 21401

2. SECURED PARTY

Lessor:

Name Century Equipment Leasing Corporation

Address P.O. Box 157, Willow Grove, PA 19090

THIS FINANCING STATEMENT IS BEING FILED FOR NOTICE PURPOSES AND IS NOT INTENDED TO CONVERT THE LEASE INTO A SECURITY AGREEMENT.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

(1) Manitowoc Ice Maker #ED0402A
with Bin #C400

S/N 891868502

S/N 891220141

Name and address of Assignee
FIRST PENNSYLVANIA BANK
1500 Market Street
Philadelphia, PA 19101

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

Frank W. Scott President

NICTO INC.
T/A NICK AND TOM'S PLACE

Asst. Secy.
(Signature of Secured Party)

Century Equipment Leasing Corporation

Type or Print Above Signature on Above Line

**Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code**

547-266

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 268939 recorded in Liber HES No. 515, Folio 433 on August 6, 1987 at 11:10 a.m. (date).

1. DEBTOR(S): The Asphalt Service Co., Inc.
Name(s): ASCO Holdings, Inc.
Address(es): 1836 Chesapeake Avenue
Baltimore, Maryland 21226

2. SECURED PARTY:
Name: Equitable Bank, National Association
Address: 100 South Charles Street
Baltimore, Maryland 21201

ATTENTION: COMMERCIAL NOTE DEPARTMENT

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. ☒ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8. Debtor certifies that with the filing of this Statement of Amendment recordation tax on the additional debt in the amount of \$100,000.00 has been paid to the State Department of Assessments and Taxation

9. DEBTOR: The Asphalt Service Co., Inc.
By: Donald A. Kary
Donald A. Kary, President
ASCO Holdings, Inc.
By: Donald A. Kary
Donald A. Kary, President

SECURED PARTY:
EQUITABLE BANK, National Association
By: James H. Peterson
James H. Peterson
Assistant Vice President
(Type Name and Title)

EQUITABLE BANK, N.A.
COMMERCIAL NOTE DEPT.
6th FLOOR
BALTIMORE, MARYLAND 21201

Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code

Anne Arundel County

547-267

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 260107 recorded in Liber 494, Folio 098 on January 23, 1986 (date).

1. DEBTOR(S):

Name(s): Telecommunications Professionals, Inc.
Address(es): The Professional Plaza, 692 Governor Ritchie Highway
Severna Park, Maryland 21146

2. SECURED PARTY:

Name: Equitable Bank, National Association
Address: 100 South Charles Street
Baltimore, Maryland 21201

Attn: Loan Documentation 050603

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. ☒ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. The address of the Debtor is amended as follows:

226 Main Street
Annapolis, Md. 21401

9. DEBTOR:

Telecommunications Professionals, Inc.

By: Lindsay E. Shepherd
Lindsay E. Shepherd, President

SECURED PARTY:

EQUITABLE BANK, National Association

By: Michael H. Desbles

Michael H. Desbles, Assistant Vice President
(Type Name and Title)

EQUITABLE BANK, N.A.
COMMERCIAL NOTE DEPT.
6th FLOOR
BALTIMORE, MARYLAND 21201

517-268

(Anne Arunde)

3

278929

☐ TO BE
☒ NOT TO BE

RECORDED IN
 LAND RECORDS

☐ SUBJECT TO
☒ NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF
 \$ 0.00

FINANCING STATEMENT

Homestead Mortgage, Inc.

1. Debtor(s):

Name or Names—Print or Type

Suite 207, 8028 Ritchie Highway, Pasadena MD 21122

Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

First Pennsylvania Bank N.A.

Name or Names—Print or Type

Centre Square West - CLDU, 1500 Market Street

Address—Street No., City - County State Zip Code
Philadelphia, PA 19101

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

All of Debtor's present or hereafter acquired property enumerated on the attached Schedule A, wherever located.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S): HOMESTEAD MORTGAGE, INC. SECURED PARTY:

Thomas H. Caouette
(Signature of Debtor)

THOMAS H. CAOUE
Type or Print

(Signature of Debtor)

Type or Print

FIRST PENNSYLVANIA BANK N.A.

(Company, if applicable)

Patricia A. Barford
(Signature of Secured Party)

PATRICIA A. BARFORD

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address FIRST PENNSYLVANIA BANK ATTN C.L.D.U. 1500 MARKET ST

Luras Book Form F-1

Philadelphia PA. 19101

OCT 17 1989

517-269

SCHEDULE A TO FORM UCC-1 BETWEEN
FIRST PENNSYLVANIA BANK N.A. AND
HOMESTEAD MORTGAGE, INC.

All Mortgage Loans made by Debtor for which Secured Party makes advances pursuant to a certain Mortgage Warehouse Agreement between Secured Party and Debtor, as amended from time to time, including but not limited to mortgage notes and mortgages, payments and prepayments relating thereto, all hazard insurance policies, title insurance policies and condemnation proceeds, take-out commitments, mortgage backed securities and/or pool participation certificates related thereto and proceeds of the sale of Eligible Mortgages (as defined in the Security Agreement) by Debtor pursuant thereto, FHA, VA and private mortgage insurance, all prepayment premiums and late payment charges, any and all documentation relating to said Mortgage Loans specifically including but not limited to all files, surveys, certificates, correspondence, appraisals, computer programs, tapes, discs, cards, accounting records and all property acquired by Borrower by deed in lieu of foreclosure or by foreclosure attributable thereto, together with all business records, necessary to identify and locate any of the foregoing.

MGT23:a

547 270

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275613
book 535 page 260
RECORDED IN LIBER _____ VOLIO _____ ON Dec. 12, 1988 (DATE)

1. DEBTOR

Name Swim'n Holes, Inc.
Address 836 Ritchie Hwy., Severna Park, MD. 21146

2. SECURED PARTY

Name C. Credit, Inc.
Address 2255 N. 44th St Suite 370, Phoenix, AZ 85008
same

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) Amendment below
	Please amend the original filing to include the following address: Debtors Section Rt. 50 & Station Lane Grasonville, Md. 21638	

Swim'n Holes, Inc.

Dated 9/18/89

⑧ Alexandra L. Woods / Sec. Treas
Signature of Debtor

Wm H McFadden
(Signature of Secured Party)

C. Credit Inc.

Type Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 547 271 278931

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐EQUIPMENT LEASE THAT DOES NOT CREATE A SECURITY INTEREST.
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Nationwide Mutual Insurance Company

Address One Nationwide Plaza Columbus, Ohio 43216

2. SECURED PARTY

Name The Huntington Leasing Company

Address 41 South High Street, Columbus, Ohio 43287

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto and made a part hereof.

This filing is made for the purpose of notice only; it is the intention of the parties hereto that the lease for which notice is hereby given is a true lease and not a financing lease or a conditional sale.

Anne Arundel Sch 33

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

NATIONWIDE MUTUAL INSURANCE COMPANY

J. Bauer

(Signature of Debtor)

Jeffrey P. Bauer, Manager

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE HUNTINGTON LEASING COMPANY

Laurence L. Duncan AVP

(Signature of Secured Party)

Laurence L. Duncan, Assistant Vice President

Type or Print Above Signature on Above Line

570185 6638MR

547-272

NATIONWIDE MUTUAL INSURANCE COMPANY

EXHIBIT "A"

LEASE NO. 89102 SCHEDULE NO. 33

BLDG CODE	INVENTORY TAG #	CATEGORY CODE	DESCRIPTION	COST
5200	408949	BK05	BOOKCASE	153.00
	408950	BK05	BOOKCASE	153.00
	408952	BK03	BOOKCASE	153.00
	408953	BK03	BOOKCASE	153.00
	408951	BK03	BOOKCASE	153.00
	408940-			
	408945	RETN	(6) DESK WING (195.57)	1173.42
	S11005	SHEL	SHELVING	5049.21
	408897	CR04	CREDENZA	870.00
	408894	CH05	STENO CHAIR	308.46
	408934-			
	408939	DT14	(6) DESK (413.50)	2481.00
	408926-			
	408933	RETN	(8) RET TYPING UNIT (171.19)	1369.52
	408971	BK03	BOOKSHELF	152.64
	408920	CH03	CHAIR	291.00
			TOTAL	\$12460.25

EQUIPMENT LOCATION:
2500 RIVA ROAD
ANNAPOLIS (ANNE ARUNDEL) MARYLAND
TAX DISTRICT 20 0002

5203	408946	CB03	STORAGE CABINET	335.14
------	--------	------	-----------------	--------

EQUIPMENT LOCATION:
1202 E PATRICK STREET
FREDERICK (FREDERICK) MARYLAND
TAX DISTRICT 20 0010

5244	408913	BK04	BOOKCASE	646.16
	408914	BK04	BOOKCASE	646.16
	408915	BK04	BOOKCASE	646.18
		TOTAL	\$1938.50	

EQUIPMENT LOCATION:
222 BCSLEY AVE
TOWSON (BALTIMORE) MARYLAND
TAX DISTRICT 20 0003

5220	408977	BK03	BOOKCASE	213.20
------	--------	------	----------	--------

EQUIPMENT LOCATION:
CROWN INN RTE 50
EASTON (TALBOT) MARYLAND
TAX DISTRICT 20 0020

5249	408972	CH05	CHAIR	274.34
	408948	BK04	BOOKCASE	675.00
		TOTAL	\$949.34	

EQUIPMENT LOCATION:
170 JENNIFER ROAD
ANNAPOLIS (ANNE ARUNDEL) MARYLAND
TAX DISTRICT 20 0002

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

547 273
Identifying File No. 278932

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EUGENE F. THOMPSON & MARGARET A. THOMPSON

Address 500 BAYLER RD GLEN BURNIE, MD 21061

2. SECURED PARTY

Name CHRYSLER FIRST FINANCIAL SERVICES CORPORATION

Address 576 RITCHIE HWY SEVERNA PARK, MD 21146

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1990 KEY WEST 17' BOAT# FWESC455F990
1990 EVINRUDE 48 HP MOTOR# G02503933
1990 LOADRITE TRAILER# 1PHCRSL1XL1000096

Name and address of Assignee



CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)
☒ (Products of collateral are also covered)

Eugene Thompson
(Signature of Debtor)

EUGENE F. THOMPSON
Type or Print Above Name on Above Line

Margaret Thompson
(Signature of Debtor)

MARGARET A. THOMPSON
Type or Print Above Signature on Above Line

Lisa Wilson per Chrysler
(Signature of Secured Party) *First*

T.J. BREIG CHRYSLER FIRST FINANCIAL SERV.CORP
Type or Print Above Signature on Above Line

278933

Identifying File No. _____

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded
in land records check here. ☐

1. DEBTOR

Address 254 E. CHALET CIRCLE, MILLERSVILLE, MARYLAND 21108

2. SECURED PARTY

Address 3431-A BENSON AVENUE, BALTIMORE, MARYLAND 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any).

4. This financing statement covers the following types (or items) of property: (list)

SEE SCHEDULE A

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

(Corporate or Trade Name)

Type or Print Signature

(Signature of Debtor)

(Signature of Secured Party)

STEDJEN D. KOENIGSDERO, PRESIDENT

SCHEDULE 'A'

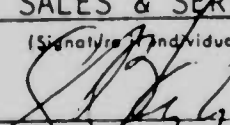
Page 517 of 275

This schedule is to be attached to and become part of Conditional Sale Contract, Chattel Mortgage or Lease dated
(Strike out inapplicable references)
 OCTOBER 5, 1989, between the undersigned.

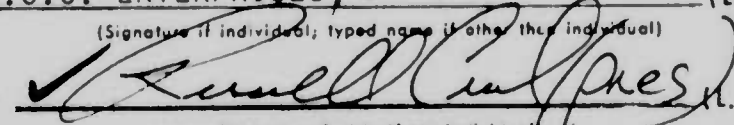
QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL No.	
1	"C" SERIES 12 SEL	APC	C104045	\$ 757.00
1	"C" SERIES BASE	APC	C104045B	172.00
1	6010 CONTROLLER 24 VOLT	MARS	905-02892	230.00
1	4900S SNACK VEND 40 SEL, A/RB	ROWE	24997	2,945.00
1	TRC 6000 COIN MECH	MARS	906-06384	230.00
	PARTS & ACCESSORIES	ROWE		10.84
				\$ 4,344.84
			MD SALES TAX	216.50
				\$ 4,561.34

This schedule is hereby verified correct and undersigned Buyer, Mortgagor or Lessee acknowledges receipt of a copy.
(Strike out inapplicable references)

Seller, Mortgagee or Lessor
(Strike out inapplicable references)

STATE SALES & SERVICE CORPORATION (L. S.)
(Signature if individual; typed name if other than individual)
 By  (L. S.)
 STEPHEN B. KOENIGSBERG, PRESIDENT
14-114 9/69

Buyer, Mortgagor or Lessee
(Strike out inapplicable references)

R.J.C. ENTERPRISES, Inc (L. S.)
(Signature if individual; typed name if other than individual)
 By  (L. S.)
 RUSSELL CREEL, PRESIDENT

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No.

517-276

78931

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name INTERCAP GRAPHICS SYSTEMS, INC.

Address 116 DEFENSE HIGHWAY ANNAPOLIS, MD 21401

2. SECURED PARTY

Name CONTEL CREDIT CORPORATION

Address 64 A PERIMETER CENTER EAST ATLANTA, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 EACH SA-4-3072 FD DBS/APO 4MB SA W/72 MB DSK
2 EACH AMA IM APOLLO IMB MEMORY UPGRADE

Name and address of Assignee

#0120432-02102

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

X Marshall Ellison

(Signature of Debtor)

INTERCAP GRAPHICS SYSTEMS, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

J. R. Mitchell

(Signature of Secured Party)

CONTEL CREDIT CORPORATION

Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No.

547-277

278935

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Intericap Graphics Systems Inc.
Address 116 Defense Highway Annapolis, MD 21401

2. SECURED PARTY

Name Contel Credit Corporation
Address 64A Perimeter Center East
Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

SEE SCHEDULE A1

#0120432-01902

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

(Signature of Debtor)

Intericap Graphics Systems Inc.

Type or Print Above Name on Above Line

Marshall Olsen

(Signature of Debtor)

Intericap Graphics Systems Inc.

Type or Print Above Signature on Above Line

[Signature]

(Signature of Secured Party)

Contel Credit Corporation

Type or Print Above Signature on Above Line

SCHEDULE A 1

Form #06-70-91C
Rev 71

LISTING OF EQUIPMENT

[illegible]

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate account of the "Equipment" as defined in the Lease Agreement.

InterCap Graphics Systems, Inc.
LESSEE

BY Marshall Wilson

TITLE V.P. of Finance

ACCOUNT. 01001-0120432-01900

547-279

not used

10-21-89

547 280

278937

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code [3 Maturity date (if any)]

1 Debtor(s) (Last Name First) and address(es)

French Roger & Linda
1296 Montclair Ave
Pasadena, MD 21122

2 Secured Party(ies) and address(es)

Chesapeake Water Systems Inc
7310 Ritchie Hwy Ste 411
Glen Burnie MD 21061

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

One United Standard Complete Water Treatment System.

Located at: 1296 Montclair Ave
Pasadena, MD 21122

Secured party is the seller

To Be Recorded in the Land Records.

5 Assignee(s) of Secured Party and Address(es)

Security Pacific Fin Svcs
7310 Ritchie Hwy Ste 404
Glen Burnie, MD 21061

This statement is filed without the debtor's signature to perfect a security interest in collateral (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state

☐ which is proceeds of the original collateral described above in which a security interest was perfected

Check ☒ if covered ☐ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered No. of additional Sheets presented

Filed with

✓ Roger French
Roger French
By ✓ Linda Carol French
Linda Carol French (Debtor(s))

Security Pacific Financial Svcs, Inc.
Sherry Parada, Assistant Manager
By Sherry Parada
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

612 279

STATE OF MARYLAND

547 281

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254597

RECORDED IN LIBER 479 FOLIO 440 ON 11/26/84 (DATE)

1. DEBTOR

Name GOVERNMENT SYSTEMS ADVISORS, INC.
Address 8260 GREENSBORO DRIVE, SUITE 220, McLEAN, VA 22102

2. SECURED PARTY

Name OLD STONE BANK
Address 150 SOUTH MAIN STREET, PROVIDENCE, RI 02903

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	A. Continuation <input checked="" type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)

RECORD FEE 1.00
POSTAGE .50
#459150-0 72 403 109143
11-23/87
H. ERIC SUMNER
AA CO. CLERK COURT

0531314-0001, 0003

Dated 9-27-89

Mary C. Fennell
(Signature of Secured Party)

OLD STONE BANK, A FEDERAL SAVINGS BANK
Type or Print Above Name on Above Line

547 282

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278938

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sharp Steel Erectors, Inc.
Address 4975 Muddy Creek Road West River, MD 20778

2. SECURED PARTY

Name R & D Equipment Sales, Inc.
Address P.O. Box 227 Gambrills, MD 21054

Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
Orix Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Sharp Steel Erectors, Inc.

Edgar E. Sharp Pres.
(Signature of Debtor)

Edgar E. Sharp Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

R & D Equipment Sales, Inc.

Donald E. Willis Pres.
(Signature of Secured Party)

Donald E. Willis Pres.
Type or Print Above Signature on Above Line

178

* FIRST INTERSTATE CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

547 283

TO: R & D Equipment Sales, Inc.

FROM: Sharp Steel Erectors, Inc.

P.O. Box 227 Gambrills, MD 21054

4975 Muddy Creek Road West River, MD 20778

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):
One (1) Bucyrus Erie Model 45C Crane with 100' boom & 25' Jib, S/N 130323
*Wherever the name First Interstate Credit Alliance, Inc. appears herein, it shall be deemed to mean Orix Credit Alliance, Inc.

(1) TIME SALES PRICE \$ 87,629.70
(2) Less DOWN PAYMENT in Cash \$ 12,000.00
(3) Less DOWN PAYMENT IN GOODS
*(Trade-In Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 75,629.70
Record Owner of Real Estate:

*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

4975 Muddy Creek Road

West River

Anne Arundel

Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Seventy five thousand six hundred twenty nine and 70/100 Dollars (\$ 75,629.70) being the above indicated Contract Price (hereinafter called the "time balance") in 54 successive monthly installments, commencing on the 16th day of November, 19 89, and continuing on the same date each month thereafter until paid; the first 53 installments each being in the amount of \$ 1,400.55 and the final installment being in the amount of \$ 1,400.55 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee, endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: October 13, 19 89

BUYER(S)-MAKER(S):

Accepted: R & D Equipment Sales, Inc.

(SEAL)

Sharp Steel Erectors, Inc.

(SEAL)

By: Douglas L. Will Pres.

By: Edgar E. Sharp Pres.

Co-Buyer-Maker:

(SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

FICA-L-2XD(1-75)

© 1988 First Interstate Credit Alliance, Inc.

3

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER. NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to **FIRST INTERSTATE CREDIT ALLIANCE, INC.** ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints **Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York**, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: _____, 19____

_____(Corporate, Partnership or Trade Name or Individual Signature) (SEAL)

Signature
of
Seller

(Witness)

By: _____
(Signature, Title of Officer, "Partner" or "Proprietor")

*Wherever the name First Interstate Credit Alliance, Inc. appears herein, it shall be deemed to mean Orix Credit Alliance, Inc.

547-285

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ^{*}First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated October 13, 1989.

between R & D Equipment Sales, Inc. as Seller/Lessor/Mortgagee and Sharp Steel Erectors, Inc. 4975 Muddy Creek Road West River, MD 20778
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same. We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 75,629.70.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this

13th day of October, 19 89

R & D Equipment Sales, Inc. (Seal)

(Seller/Lessor/Mortgagee)

By

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICAL 5A

ANNE ARUNDEL COUNTY
FINANCING STATEMENT

☐ Not subject to recordation tax
☒ Subject to recordation tax on principal amount of \$30,000.00

1. Name of Debtor(s): H & A Investments, Inc. T/A Bowie Baskin-Robbins
Address: 1298 Maryland Route 3 South, Suite 201 3264 Superior Lane
Crofton, MD 21114 AND Market Place Shopping Center
Bowie, MD 20715

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910
MD-B-34-2

278939

3. This Financing Statement covers the following types (or items) of property:

- ☒ All inventory of Debtor, whether now owned or hereafter acquired;
☒ All equipment of Debtor, whether now owned or hereafter acquired;
☒ All accounts of Debtor, whether now existing or hereafter arising;
☒ All other goods (including, without limitation, farm products), all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired;
☒ Other (which may include specific items of the types of collateral described above): All Furniture and Leasehold Improvements of Debtor, whether now owned or hereafter acquired.

(_____ if necessary to describe other collateral, Supplemental List of Collateral Number _____ is attached to, and made a part of, this Security Agreement);

- ☒ together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

☒ Proceeds of the collateral are also covered.

☒ Products of the collateral are also covered.

H & A Investments, Inc. T/A Bowie Baskin-Robbins

Debtor(s):

By: _____
Hugh D. Blocker, Jr., Pres./Treas.

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: _____
David E. Klein, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Under penalty of perjury, I hereby certify that recordation tax has been paid in Prince George's County.

STATE OF MARYLAND

547-287

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273197
RECORDED IN LIBER 527 FOLIO 572 ON June 7, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD. 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

TERMINATION

SEE ATTACHED EQUIPMENT LIST

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated October 6, 1989

Susan L. Thompson
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

Anne Arundel County

156
Dart Hill CI
Loan # 1452

547 288

EQUIPMENT LIST

One (1) Roger 9TMO SUPER UN-NAILER MODEL 52 s/n52-0024-0516
8852 w/5hp motor and starter, pneumatic filters and
gauges w/three (3) pairs of "8knives installed-230
volt, 3-phase

Three (3) right guided knife shaft plates
Three (3) left guided knife shaft plates
One (1) Spare set knives

STATE OF MARYLAND

547-289

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273196
RECORDED IN LIBER 527 FOLIO 570 ON Jun. 7, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD. 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

TERMINATION

SEE ATTACHED EQUIPMENT LIST

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated October 6, 1989

Susan L. Thompson
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

Debt Ref. 03
Loan # 1451

Anne Arundel County

Sch. 03

547 290

EQUIPMENT LIST

One (1) Industrial Air compressor 5 hp C523E80H s/n 320-0005 3 phase

One (1) Fruehauf #MAR395963 #67UC0539

One (1) Gindy #93350E #71UC0541

One (1) Trail #K36045 #76UC0546

(32) Hatachi nails/staples
HIT53DHADJ 9.4M/box

One (1) 16' DeWalt state saw used s/n 28628

(3) ec HIT NV65AC s/n 360058; N070097; 180292 & HIT N5008AA
s/n 70281; 70283; 70259

One (1) Trailer w/ FM 50 HOG 671 diesel/ belt drive diesel
chip fan & mounting/belt drive
belt feed conveyor 36" w/10' long hyd drive

(1) 15' conveyor belt type

(1) 30' CONVEYOR CHAIN TYPE

Miscellaneous climbing gear and lines

Miscellaneous power tools

(2) 40' containers for storage

(1) 5hp compressor 60 gals

STATE OF MARYLAND

517 291

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260386

RECORDED IN LIBER 494 FOLIO 513 ON Feb 11, 1986 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg. Ste. 200B 407 Crain Hwy. Glen Burnie, Md 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association of Baltimore
Address 7711 Quarterfield Road Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

D. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other ☐
(Indicate whether amendment, termination, etc.)

Termination

SEE ATTACHED EQUIPMENT LIST.....

Dated October 4, 1989

Irvington Federal Savings & Loan Ass'n

(Signature of Secured Party)
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

Loan # 1177

Anne Arundel Co

547 292

1(One) Altos 986T-80 Computer, S/N 198127 w/67MB Hard Disk,
Concurrent CPM Operation System, Streaming Cartridges.

1 (One) Altos III Terminal w/Ten foot cable S/N 0070000034

STATE OF MARYLAND

547 REC 293

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259873
RECORDED IN LIBER 493 FOLIO 327 ON Jan 8, 1986 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg. Ste. 200B 407 Crain Hwy. Glen Burnie, Md 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association of Baltimore
Address 7711 Quarterfield Road Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

Termination

SEE ATTACHED EQUIPMENT LIST.....

Dated October 4, 1989

Irvington Federal Savings & Loan Ass'n.

Susan L. Thompson
(Signature of Secured Party)
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

Anne Arundel Co

NO 1173
Loan # 1173

547 294

EQUIPMENT LIST

QUALITY

DESCRIPTION

2	PS-90 Princes Styling Stations Back to Back
4	ST727B Rabbitt Captain Styling Chairs
4	DY627 Rabbitt Captain Chair
4	Helene Curtis Cool Temp. Dryers
2	#978 Shampoo Chairs
2	#8100-622-403 Shampoo Bowl
1	Child Seat #600
1	3203 Chantilly Desk
4	#111 Robot Roller Carts
2	SB947 Deluxe Revolving Stool (White)
1	#324 Manicure Table Complete
4	#BR Hygenic Cushions

STATE OF MARYLAND

547 295

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259874

RECORDED IN LIBER 493 FOLIO 329 ON Jan 8, 1986 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg. Ste. 200B 407 Crain Hwy. Glen Burnie, Md 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association of Baltimore
Address 7711 Quarterfield Road Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) Termination
	SEE ATTACHED EQUIPMENT LIST.....	

Dated October 4, 1989

Irvington Federal Savings & Loan Ass'n.

(Signature of Secured Party)
Susan L. Thompson, Senior Vice President
Type or Print Above Name on Above Line

Loan # 1174

Anne Arundel Co

EQUIPMENT LIST

<u>QUALITY</u>	<u>DESCRIPTION</u>
1	Cosmo Desk #0304-MR1 w/mirror front
4	Cosmo Wall Vanity #1429-60
4	Cosmo Mirrors #M1051
4	#K1250 Regent Styling Chairs
1	Shampoo Bulkhead #0460-81
2	8100-622-403 Shampoo Bowls
2	Shampoo Chairs #978
4	Alac Alantis Dryer Chair w/cool temp. dryers
2	Ergospec Chair
1	Manicure Table # 324

517
2.16

278910

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.☐ TO BE RECORDED IN
~~LAND RECORDS~~ CHATTEL RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No.

Street

City

State

The Michaels Company

8306 Patuxent Range Rd. Jessup, Md.

For Filing Officer Use
File No. _____
Date & _____
Hour _____

Name of Secured Party or assignee

No.

Street

City

State

Venture Funding, Inc.

15729 Crabbs Branch Eay Rockville, Md.

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All accounts receivable, contract rights, chattel paper,
inventory, furniture, fixtures and equipment.Located at and owned by: The Michaels Company
8306 Patuxent Range Road
Jessup, Maryland 20794

RETURN TO:

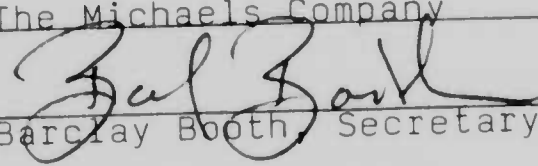
(If affixed to realty—state value of each article)

CHECK ☒ THE LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3. ☐ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
4. ☒ Proceeds of collateral are also covered: ☐ Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

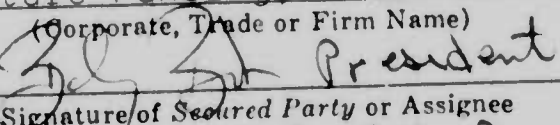
The Michaels Company


Barclay Booth, Secretary

(Type or print name under signature)

Venture Funding, Inc. (Seal)

(Corporate, Trade or Firm Name)


Signature of Secured Party or Assignee

Barclay Booth President

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

☐ TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use
File No.
Date & Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement

Date of Filing 12/13/85

Record Reference ID #259602

Maturity date (if any)

Liber 492 Folio 435

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No.

Street

City

State

Photo Quick Limited
Partnership t/a
One Hour Moto Photo

6720 F Governor Ritchie Hwy.
Glen Burnie MD

Name of Secured Party or assignee

No.

Street

City

State

Sovran Bank/Maryland

6610 Rockledge Drive, Bethesda, MD

Successor to Suburban Bank

Attn: Loan Administration

CHECK APPLICABLE STATEMENT

☐ CONTINUATION

The original Financing Statement identified above by file number is still effective.

☒ TERMINATION

The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.

☐ RELEASE

From the property described in the original Financing Statement identified above, the property described below is released.

☐ ASSIGNMENT

The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

☐ OTHER

Albert D. Paillet, Esq.
Paley, Rothman, Goldstein, Rosenberg
& Cooper, Chartered
4800 Hampden Lane, 7th Floor
Bethesda, MD 20814
RETURN TO: One Bethesda Center

Debtor(s) or assignor(s)

Sovran Bank of Maryland (Seal)

(Corporate, Trade or Firm Name)

By: _____

Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

547 299 278916 FINANCING STATEMENT

- ☐ To Be Recorded in the Land Records at _____
- ☒ To Be Recorded among the Financing Records at Anne Arundel County
- ☐ Not subject to Recordation Tax
- ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 223,393.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County
- Debtor(s) Name(s) _____ Address(es) _____
Maryland Pennysaver Group, Inc. 1342 Charwood Road
Hanover, Maryland 21076
- Secured Party: Maryland National Bank Address: Department Anne Arundel Review Unit
XXXXXXXXXXXXXXXXXXXX 1713 West Street
Attention: Lisa Edwards XXXXXXXXXXXXXXXXXXXX Annapolis, MD 21403
(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above)
- This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
 - ☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - ☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - ☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - ☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - ☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - ☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - ☒ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - ☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
- ☐ All or a portion of the property described above is affixed to or is to be affixed to or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor: Maryland Pennysaver Group, Inc.

Secured Party: Maryland National Bank

By: Geoffrey K. Calderone,
President (Seal)

By: Jan H. Sheehan (Seal)
Assistant Vice President

By: _____
Type name and title, if any

By: _____
Type name and title

MARYLAND NATIONAL BANK

207-95 REV 1/86

Mail To:
Maryland National Bank
Attn: AAFU
1713 West Street
Annapolis, Maryland 21403

517 300

MARYLAND NATIONAL BANK
(Secured Party or Beneficiary)

SCHEDULE A

This is the Schedule A to:

- ☐ a deed of trust
☐ an indemnity deed of trust
☐ a security agreement
☒ a financing statement
☐ _____

dated October 13, 19 89, and executed by Maryland Pennysaver
Group, Inc.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued):

- 15 Adspeed Workstations
- 15 Annual Telephone Support
- 1 CD ROM Drive and SCSI Cable only
- 1 OTI High Performance Novell Server
- 1 Apple 20 MB Disk Drive and Cable
- 1 400 x 300MM MOSCA Strapper-W/Electr.Eye #ROM40/3, S/N 20078

GRANTOR/DEBTOR

By: 

Name: Geoffrey K. Calderone

Title: President

GRANTOR/DEBTOR

By: _____ (SEAL)

Name: _____

Title: _____

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

Uniform Commercial Code
Continuation, Termination
Release, Assignment, Etc.

517-301

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

For Filing Officer Use

☒ TO BE RECORDED IN
LAND RECORDS

File No. _____

Date & Hour _____

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date of Filing

Record Reference

Maturity Date (if any)

Liber 476 folio 436

Name(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
SOUTHER RIVER LANDING, INC.		2661 Riva Road, Suite 420	Annapolis Maryland	21401

Name of Secured Party or Assignee	No.	Street	City	State
HOME FEDERAL SAVINGS BANK		122-128 West Washington Street	PO Box 1179	Hagerstown, Maryland
			21740	

CHECK APPLICABLE STATEMENT

- ☐ CONTINUATION
The original Financing Statement identified above by file number is still effective.
- ☐ TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claim a security interest under the Financing Statement.
- ☐ RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ☐ ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- ☒ OTHER PARTIAL TERMINATION OF FINANCING STATEMENT PERTAINING TO THE PROPERTY:

BEING Unit 810, Section VIII, as shown on a plan of SOUTH RIVER LANDING CONDOMINIUM, which condominium plan is recorded among the Land Records of Anne Arundel County in Condominium Plat Book E28, folios 28-33, inclusive which, unit is more particularly shown on a plat entitled, "Plan 6 of 6, Section VIII SOUTH RIVER LANDING A CONDOMINIUM an Amended Subdivision Plan of South River Landing, recorded in Book 86, pages 37 and 38", which plat is recorded in Plat Book E28, folio 33.

THIS condominium was created pursuant to a Declaration as recorded among the Land Records of Anne Arundel County in Liber 3528, folio 231 and By-Laws recorded among the aforesaid Land Records in Liber 3528, folio 247, as amended from time to time, both of which are made applicable to subject property by a Declaration recorded among the aforesaid Land Records in Liber 3884, folio 279.

Debtor(s) or Assignor(s)

BANK
HOME FEDERAL SAVINGS/ (SEAL)
(Corporate, Trade or Firm Name)

Thomas B. France
Signature of Secured Party or Assignee

Type or print name under signature

(Owner, Partner or Officer and Title)
(Signature must be in ink)

RG AA

547-302

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278911

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name SIGNET BANK/MARYLAND
Address 7 St. Paul Street, 5th Floor

Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease Assignment dated 8/3/89, Schedule # 03, dated 9/21/89 between Assignor as Lessor and LEASE ACCOUNT # 317098 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated October 9, 1989 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Lesing Corp.

(Signature of Debtor)

Bruce J. Winter, Vice President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signet Bank/ Maryland

(Signature of Secured Party)

J.D. Spiller
Type or Print Above Name on Above Line

Filed in the State of Maryland

138

547 303

Page 1 of 2

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(7) Seven	#2155-F021-0000 Keyboard; 50 Key Pos
(7) Seven	#2155-F042-0000 Display; 8 Alpha X 8 Numeric
(7) Seven	#2155-F260-0000 Adapter; Async/Bisync
(7) Seven	#2155-F402-0000 Display; Swivel, 6 Numeric
(7) Seven	#2155-F452-0000 Rom; Hardware Clock
(7) Seven	#2155-F532-0000 Printer; 42 Col Journal & Rept.
(7) Seven	#2155-P283-0000 Adapter; Ocia
(7) Seven	#2155-P312-0000 Disk; 10MB Hard, 640KB Flex
(64) Sixty Four	#1401-C238-0003 Cable; Internal Ocia
(5) Five	#1401-C369-0020 Cable; 2 Wire to PC
(13) Thirteen	#2154-2522-7101 Terminals; Secondary w/drawer S/N's 19989184, 19989185, 19989186, 19989187, 19989188, 19989189, 19989190, 19989191, 19989192, 19989193, 19989194, 19989195, 19989196
(13) Thirteen	#2154-F021-0000 Keyboard; 50-Key Pos
(13) Thirteen	#2154-F042-0000 Display; 8 Alpha X 8 Numeric
(13) Thirteen	#2154-F221-0000 Memory; 256KB Increment
(13) Thirteen	#2154-F402-0000 Display; Swivel, 6 Numeric
(13) Thirteen	#2154-F532-0000 Printer; 42 Col. Journal/Receipt
(13) Thirteen	#2154-G007-0000 Retail Extended Terminal System
(13) Thirteen	#2154-P283-0000 Adapter; Ocia
(10) Ten	#2155-2522-7101 Terminals; Primary, 512KB S/N's 19989377, 19988900, 19988901, 19988902, 19988903, 19989139, 19989140, 19989141, 19989142, 19989143
(10) Ten	#2155-F021-0000 Keyboard; 50 Key Pos
(10) Ten	#2155-F042-0000 Display; 8 Alpha X 8 Numeric
(1) One	#2155-F084-0000 Adapter; 2 X 50 1 X
(10) Ten	#2155-F260-0000 Adapter; Async/Bisync

TransFinancial Leasing Corp.

BY: [Signature]

TITLE: Vice President

Signet Bank/Maryland

BY: [Signature]

TITLE: [Signature]

547-304

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(5) Five	#2155-F290-0000 Adapter; Primary to Secondary
(5) Five	#2155-F291-0000 Adapter; Auto Back-up
(10) Ten	#2155-F402-0000 Display; Swivel, 6 Numeric
(10) Ten	#2155-F402-0000 Rom; Hardware Clock
(10) Ten	#2155-F532-0000 Printer; 42 Col Journal & Receipt
(10) Ten	#2155-G007-0000 Retail Extended Terminal System
(5) Five	#2155-K300-0000 Adapter; PC
(20) Twenty	#2155-P222-0000 Memory; 384KB to 640KB
(20) Twenty	#2155-P280-0000 Adapter; Ocia
(10) Ten	#2155-P283-0000 Adapter; Ocia
(10) Ten	#2155-P312-0000 Disk; 10MB Hard, 640KB Flex
(21) Twenty One	#2157-P222-0000 Memory; 384KB to 640KB
(21) Twenty One	#2157-P280-0000 Adapter; Ocia
(10) Ten	#2203-2003-0000 Printer; 42 Column Remote Slip
(9) Nine	#D900-0201-0100 SW; Char 3780, Visa Async
(21) Twenty One	#D900-0208-0100 SW; 2154 Secondary
(1) One	#D900-0220-3100 SW; Rel 4 Util, Keyboard-111/128
(10) Ten	#D900-0253-0100 SW; Auto Back-up, Char 3780, Visa
(9) Nine	#G2P9-0085-0000 SW;PC Secondary

TransFinancial Leasing Corp.

BY: [Signature]

TITLE: Vice President

Signet Bank/Maryland

BY: [Signature]

TITLE: MR

AA

547-305

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278912

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name SIGNET BANK/MARYLAND
Address 7 St. Paul Street, 5th Floor
Baltimore, MD 21203
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease Assignment dated 8/3/89, Schedule # 02, dated 9/14/89 between Assignor as Lessor and LEASE ACCOUNT # 317098 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated 9/29/89 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signet Bank/ Maryland

J.D. Scullen, Jr.
(Signature of Secured Party)

J.D. Scullen
Type or Print Above Name on Above Line

Filed in the State of Maryland

11/5

547-306

COSMETIC & FRAGRANCE CONCEPTS, INC.

Schedule 02

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) One	IBM #3370 570 Mbyte Disk Drive S/N 54090
(1) One	IBM #5382 16 MB Mod 40 to 32 MB Mod 700 Upgrade
(1) One	Canon #NP-6650 Copier including red and black toner S/N CRG07578
(1) One	CD Unit Canon 6650/6150
(1) One	Stapler/Sorter 8580 S/N JQJ10938
(1) One	6150/6650 Red Initiator

TransFinancial Leasing Corp.

BY: 

TITLE: Frank J. Sarro, III, President

Signet Bank/Maryland

BY: 

TITLE: John S. Tuccitto, V.P.

STATE OF MARYLAND

547 307

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269201

RECORDED IN Book 516 Page 358 ON 8-19-87 (DATE)

1. DEBTOR

Name MCO Computer Supplies, Inc. / Techmate Computer Supplies, Inc.

Address 1177 Goldfinch Lane, Millersville, MD 21108

2. SECURED PARTY

Name Maxell Corporation of America

Address 60 Oxford Drive

Moonachie, NJ 07074

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

AMENDMENT

Please amend Debtor(s) Name & Address to read:

TechMart Computer Products (A MD Corporation)
1424 Odenton Road
Odenton, MD 21113

also, please amend Secured Party(ies) Address to read:

Maxell Corporation of America
22-08 Route 208
FairLawn, NJ 07410

TechMart Computer Products

Dated

10/5/89

vice president

MAXELL Corporation of America

(Signature of Secured Party)

Type or Print Above Name on Above Line

547-308

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

☐ (check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 254720 recorded in Liber 480, Folio 53 on 11/30/84 at Anne Arundel County Location

1. DEBTOR(S): Jumbo Food Stores, Md., Inc.

ADDRESS(ES): 3129 Pennsy Drive
Landover, Md. 20785

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: Kathy Tefft

ADDRESS: MAILSTOP: 509277, Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.

4. ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. ☐ AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:

a. ☐ Not subject to Recordation Tax.

b. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

DEBTOR(S): _____
(Signature necessary only if Item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY: _____ (SEAL)

John Sorensen, Vice President
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

1530

547 309

278

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Noland & Associates, Inc. 836 Ritchie Highway Suite 20 Severna Park, Maryland 21146	2. Secured Party(ies) and address(es) First American Bank, N.A. 740 15th Street, N.W. Washington, D.C. 20005	For Filing Officer (Date, Time, Number, and Filing Office)
---	---	--

4. This financing statement covers the following types (or items) of property:
All inventory, all equipment, all accounts, all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation all trade names, permits, licenses, and franchises) and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired.

5. Assignee(s) of Secured Party and Address(es)

no Subject to tax. ~~XXXXXXXXXXXXXXXXXXXX~~ Paid to State.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of the Circuit Court of Anne Arundel County, Maryland

Noland & Associates, Inc. First American Bank, N.A.

By: Kenneth E. Noland By: Steven C. Hebrank
Kenneth E. Noland, President Steven C. Hebrank, Vice President

(1) Filing Officer Copy - Alphabetical // STANDARD FORM - FORM UCC-1.
105 50

547 310

278914

<input checked="" type="checkbox"/> TO BE	}	RECORDED IN LAND RECORDS	<input checked="" type="checkbox"/> SUBJECT TO	}	RECORDING TAX ON PRINCIPAL AMOUNT OF
<input type="checkbox"/> NOT TO BE			<input type="checkbox"/> NOT SUBJECT TO		\$

FINANCING STATEMENT

1. Debtor(s):

Paul Cliff, Ltd.
Name or Names—Print or Type

9001 Fort Smallwood Rd. & Water Oak Rd., Pasadena, MD 21122
Address—Street No., City - County State Zip Code

Paul Walterhoefer
Clifton Walterhoefer
Name or Names—Print or Type

9001 Fort Smallwood Rd., Pasadena, MD 21122
Address—Street No., City - County State Zip Code

2. Secured Party:

Edna Holsey
Name or Names—Print or Type

2208 Lake Dr Pasadena Md 21122
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
1. See list attached hereto
 2. The proceeds received by Clifton Walterhoefer from the sale of his home located at 8557 Tides Ct., Pasadena, Md. 21122
 3. The Liquor License issued to Clifton Walterhoefer and Paul Walterhoefer and Paul Cliff, Ltd., T/A Willie D'S.
 - * 4.
4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☐ are ☐ are not covered.
7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S): PAUL CLIFF, LTD.

SECURED PARTY:

BY: Clifton D. Walterhoefer
(Signature of Debtor)

CLIFTON WALTERHOEFER

Clifton D. Walterhoefer
(Signature of Debtor)

CLIFTON WALTERHOEFER

Paul Walterhoefer
(Signature of Debtor)

PAUL WALTERHOEFER

(Company, if applicable)

Edna Holsey
(Signature of Secured Party)

EDNA HOLSEY

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address

Form F-1

- *4. All the debtor's interest in the lease between Paul Walterhoefer, et ux and Edna Holsey, which lease has been assigned to the debtor by Edna Holsey concerning the property known as 9001 Fort Smallwood Road, Pasadena, Md.

1300/0

547 311

LIST OF ITEMS INCLUDED IN SALE AT
9001 FORT SMALLWOOD ROAD, A.K.A. MURPHY'S WATER OAK POINT INN

Draft beer cooler, 3 taps and 4 kegs (one for backup)
Icemaker
Commercial refrigerator
Carryout refrigerator
Large freezer
Small freezer
4-door beverage cooler
Outside beer cooler (8x10 approximate size)
3-compartment sink
Register
Central air conditioning -- 2 units
2 bars; oval and sectional bar
6 tables; 4 large, 2 small
30 (+-) barstools
20 (+-) chairs
Glasses, slow cooker and equipment
Shuffleboard and equipment
Dart board and equipment
20" television (approximate size)
Custom oil painting
Plank panelling on walls
Desk

RETURN TO:
Mid-Maryland Title Co., Inc.
79 West Street
Annapolis, MD 21401

547 312

Anne Arundel Co. Fin. Stment. Records

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 519
ID No. _____

Page No. 155

1. Debtor(s) Water Oak Forest Corporation
Name or Names - Print or Type
305 E. Furnace Branch Road, Glen Burnie, MD 21061
Address-Street No. City, State Zip
2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type
Attn: Commercial Real Estate Department
114 E. Lexington Street, Baltimore, MD 21202
Adress-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release.....<input checked="" type="checkbox"/></p> <p>from the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other.....<input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

*BEING KNOWN AND DESIGNATED as Lot(s) Thirty-nine (39), as shown on the Plat entitled "Chandler Point at Water Oak Forest", which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39, 40, 41, 42 and 43.

Dated: July 14, 1989 PROVIDENT BANK OF MARYLAND

Michael E. Williams
By: Michael E. Williams, Trustee

Raymond E. Schlissler
By: Raymond E. Schlissler, Trustee

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(089-89) Schurman

100/80

547 313

A.A. CO. Fin. Stmt. Records

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

 Roll No. 501
 ID No. _____
Page No. 09
 Water Oak Forest Corporation, a Maryland corporation
 Name or Names - Print or Type

1. Debtor(s)

305 E. Furnace Branch Road, Glen Burnie, MD 21061
 Address-Street No. City, State Zip

2. Secured Party

 Provident Bank of Maryland
 Name or Names - Print or Type
 Attn: Commercial Real Estate Department
114 E. Lexington Street, Baltimore, MD 21202
 Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

 A. Continuation.....☐
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

 B. Partial Release.....☒
 from the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
 *See below.

 C. Assignment.....☐
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

 D. Other.....☐
 (Indicate whether amendment, termination, etc.)

*BEING KNOWN AND DESIGNATED as Lot(s) Thirty-nine (39), as shown on the Plat entitled "Chandler Point at Water Oak Forest", which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39, 40, 41, 42 and 43.

Dated: July 12, 1989 PROVIDENT BANK OF MARYLAND
Michael E. Williams
 By: Michael E. Williams, Trustee

Raymond E. Schlissler
 By: Raymond E. Schlissler, Trustee

 Please return to: Northco Title Corp.
 P.O. Box 1330
 Glen Burnie, MD 21061
 (089-89) Schurman

100/0

STATE OF MARYLAND

547 314

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254453

RECORDED IN LIBER 479 FOLIO 225 ON 11/7/84 (DATE)

1. DEBTOR

Name GOVERNMENT SYSTEMS ADVISORS, INC.

Address 8260 GREENSBORO DR., SUITE 220, McLEAN, VA 22102

2. SECURED PARTY

Name OLD STONE BANK

Address 150 SOUTH MAIN ST., PROVIDENCE, RI 02903

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☒
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

0331314-000, 0003

Dated

9-27-89

(Signature of Secured Party)

OLD STONE BANK, A FEDERAL SAVINGS BANK
Type or Print Above Name on Above Line

01698

517-315
278013
Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$720,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: September 25th, 1989

FINANCING STATEMENT

1. Debtor: Address:
FRANKIE WILSON & SONS, INC. 7452 Baltimore Annapolis
Boulevard
P.O. Box 247
Glen Burnie, Maryland 21061
2. Secured Party: Address:
FAIRVIEW FEDERAL SAVINGS 9151 Baltimore National Pike
& LOAN ASSOCIATION Ellicott City, Maryland 21043
3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

1300

517-316

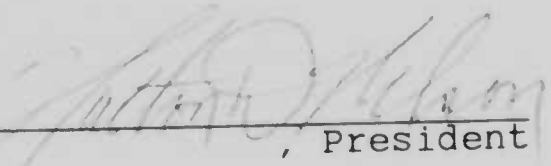
(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

FRANKIE WILSON & SONS,
INC.

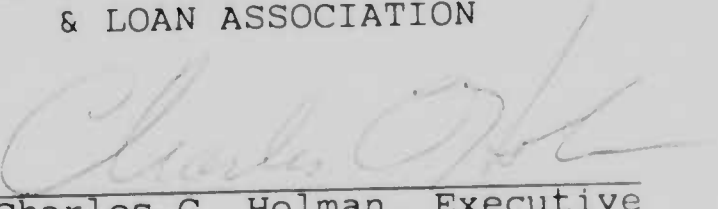
By


President

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS
& LOAN ASSOCIATION

By


Charles C. Holman, Executive
Vice-President

WAL-#4.198.amp

547 317

SCHEDULE A

All those lots of ground situate in Anne Arundel County, Maryland and being known and designated as lots 2 through 10, both inclusive, as shown on the Plat entitled "Resubdivision of Ferndale Farms, Section C, Lots 513-522, 533-552, 559-572", said plat being recorded among the Land Records of Anne Arundel County, Maryland as Plat 6185, Plat Book 119, Page 4.

Man in Central Md. Title Co

08690-21092

279010

517-318

FINANCING STATEMENT

TO BE RECORDED IN:

NOT SUBJECT TO
RECORDATION TAX

☐ THE FINANCING STATEMENT RECORDS
OF THE STATE OF MARYLAND

☐ THE LAND RECORDS OF
ANNE ARUNDEL COUNTY AND

☒ THE FINANCING STATEMENT RECORDS OF
ANNE ARUNDEL COUNTY

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. NAME AND
ADDRESS OF
DEBTOR:

Dundics Enterprises, Inc.
2448 Holly Avenue, Suite 200
Annapolis, Maryland 21401

2. NAME AND
ADDRESS OF
SECURED
PARTY:

Anne Arundel County, Maryland
Office of Economic Development
Arundel Center, P.O. Box 1831
Annapolis, Maryland 21404

3. This Financing Statement covers the following types (or items) of property:

See Exhibit A

Debtor: DUNDICS ENTERPRISES, INC.

ATTEST:

Patricia A. Logan

Marion J. Dundics (SEAL)
Marion J. Dundics, President

NOTICE TO FILING OFFICER: After recordation, please return to Patricia A. Logan,
Assistant County Attorney, Office of Law, P.O. Box 1831, Annapolis, Maryland 21404.

EXHIBIT A

DEBTOR: Dundics Enterprises, Inc.
SECURED PARTY: Anne Arundel County, Maryland

1. Computer Equipment. The Computer Equipment more fully described in invoices 5MZ0561 (May 1, 1989), 5N13456 (May 3, 1989), 5N30195 (May 4, 1989), and 5N22317 (May 4, 1989) from Hewlett Packard to Debtor, the invoices being attached as Subexhibits A1-A4 and incorporated by reference.

2. Inventory. All of the Debtor's inventory both now owned and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

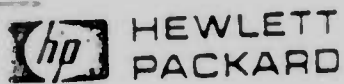
3. Accounts. All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances, and similar instructions and documents) both now and owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

4. General Intangibles. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

5. Chattel Paper. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods.

6. All Other Equipment and Fixtures. All of the Debtor's other equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accession now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are or will be attached to the real property located at 2448 Holly Avenue, Suite 200, Annapolis, Maryland 21401

The term "proceeds" includes, without limitation, cash, checks, drafts, notes, chattel paper, open accounts and the proceeds of all insurance policies covering all or any part of such items of Collateral.



HEWLETT
PACKARD

Subexhibit

A-1

PAGE 1 OF 2

INVOICE 5MZ0561

REMIT TO: HEWLETT PACKARD P.O. BOX 54191 BALTIMORE MD 21254	ORDER DATE 04/30/89	INVOICE DATE 05/01/89	DUE DATE 05/31/89	PAYMENT TERMS NET/30	HP ORDER NO 443050084001
CUSTOMER PURCHASE ORDER NUMBER 1189-046		DUNS: 05-518-9732 FEDERAL EIN: 94-1081436 HP PURCH AGR: -A4C01			

INVOICE TO:

DUNDICS' ENTERPRISES INC.
2448 HOLLY AVENUE
SUITE 200
ANNAPOLIS MD 21401
ATTN: ACCOUNTS PAYABLE
P.O.# 1189-046

SPECIAL INSTRUCTIONS:
DEMO DEV, ECR524, APPROVED BY GEORGE HUNTER
BILL ONLY

INQUIRIES TO:

HEWLETT-PACKARD COMPANY
EASTERN SALES REGION
2 CHOKE CHERRY RD
FED ID 94-108436
ROCKVILLE MD 20850
PHONE (301) 948-5370

SUMMARY:

ITEMS TOTAL: \$25440.00
DISCOUNT: \$10175.00-
INVOICE SUB-TOTAL: \$15264.00
TAX(SEE DESCRIPTION BELOW): \$753.20
INVOICE TOTAL: \$16027.20

ITEM	PRODUCT	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT
SHIP TO: DUNDICS' ENTERPRISES INC. 2448 HOLLY AVENUE SUITE 200 ANNAPOLIS MD 21401						
0100	32536A CONSISTING OF:	MICRO 3000GX SERIAL # 2829Y00969	1	EA	15950.00	15950.00
	OPTION:ABA	ENGLISH CONSOLE	1	EA	.00	.00
	OPTION:009	SUBSTITUTE 304MB	1	EA	3650.00	3650.00
	OPTION:510	4MB MEMORY UPGRD	1	EA	3000.00	3000.00
	DISCOUNT FOR 0100 (40.0%)					3040.00-
	PRICE FOR 0100					13550.00
	SALES/USE TAX FOR 0100				678.00	
	SHIPPED VIA:	SHIP DATE:02/06/89 B/L NUMBER:				
0600	2235D CONSISTING OF:	IMPACT PRINTER SERIAL # 2836A20329	1	EA	2145.00	2145.00
	DISCOUNT FOR 0600 (40.0%)					858.00-
	PRICE FOR 0600					1287.00
	SALES/USE TAX FOR 0600				64.35	
	SHIPPED VIA:	SHIP DATE:02/06/89 B/L NUMBER:				
0900	D1182A CONSISTING OF:	VGA COLOR DISPLY SERIAL # 8840J21214	1	EA	695.00	695.00
	DISCOUNT FOR 0900 (40.0%)					278.00-
	PRICE FOR 0900					417.00
	SALES/USE TAX FOR 0900				20.95	
	SHIPPED VIA:	SHIP DATE:02/06/89 B/L NUMBER:				

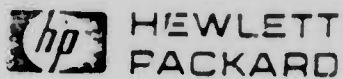
PLEASE SEND INVOICE COPY OR REFER TO INVOICE NUMBER 5MZ0561 AND REMIT

CONTINUED

DUPLICATE

PLEASE PAY ON THIS INVOICE. NO STATEMENT WILL BE ISSUED.

SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF



547 321

PAGE 2 OF 2

INVOICE 5MZ0561

REMIT TO: HEWLETT PACKARD P.O. BOX 54191 BALTIMORE MD 21254	ORDER DATE	INVOICE DATE	DUE DATE	PAYMENT TERMS	HP ORDER NO
	04/30/99	05/01/99	05/31/99	NET/30	443050084001
CUSTOMER PURCHASE ORDER NUMBER 1189-046		DUNS: 05-518-9732 FEDERAL EIN: 94-1061436 HP PURCH AGR: -A4C01			

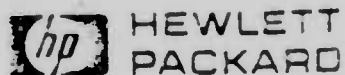
ITEM	PRODUCT	DESCRIPTION	QTY UM	UNIT PRICE	AMOUNT
TAX TOTAL: MARYLAND STATE TAX					753.20
INVOICE TOTAL:					16027.20

PLEASE SEND INVOICE COPY OR REFER TO INVOICE NUMBER 5MZ0561 AND REMIT 16027.20

DUPLICATE

PLEASE PAY ON THIS INVOICE. NO STATEMENT WILL BE ISSUED.

SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 5, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF



Subexhibit
A-2

PAGE 1 OF 1

INVOICE 5N13456

REMIT TO: HEWLETT PACKARD P.O. BOX 54191 BALTIMORE MD 21264	ORDER DATE 04/28/89	INVOICE DATE 05/03/89	DUE DATE 05/02/89	PAYMENT TERMS NET/30	HP ORDER NO 443050084002
CUSTOMER PURCHASE ORDER NUMBER 1189-046		DUNS: 05-518-9732 FEDERAL EIN: 94-1081436			
		HP PURCH AGR: -A4C01			

INVOICE TO:
DUNDICS' ENTERPRISES INC.
2448 HOLLY AVENUE
SUITE 200
ANNAPOLIS MD 21401

SPECIAL INSTRUCTIONS:
DEMO DEVL. EGR524, APPROVED BY GEORGE HUNTER.

INQUIRIES TO:
HEWLETT-PACKARD COMPANY
EASTERN SALES REGION
2 CHOKE CHERRY RD
FED ID 94-108436
ROCKVILLE MD 20850
PHONE (301) 948-5370

SUMMARY:
ITEMS TOTAL: \$120.00
DISCOUNT: \$48.00-
INVOICE SUB-TOTAL: \$72.00
TAX(SEE DESCRIPTION BELOW): \$3.50
INVOICE TOTAL: \$75.50

ITEM	PRODUCT	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT
SHIP TO: DUNDICS' ENTERPRISES INC. 2448 HOLLY AVENUE SUITE 200 ANNAPOLIS MD 21401 M/F 1189-046 JOHN SANTONL						
0700	45951D	MS-DOS 3.3	1	EA	120.00	120.00
		DISCOUNT FOR 0700 (40.0%)				48.00-
		PRICE FOR 0700				72.00
		SALES/USE TAX FOR 0700			3.50	
		SHIPPED VIA: FED4				
		SHIP DATE:05/02/89 B/L NUMBER:2405796416				

TAX TOTAL: MARYLAND STATE TAX 3.50
INVOICE TOTAL: 75.50

PLEASE SEND INVOICE COPY OR REFER TO INVOICE NUMBER 5N13456 AND REMIT

75.60

ORIGINAL

PLEASE PAY ON THIS INVOICE. NO STATEMENT WILL BE ISSUED.

SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.



HEWLETT
PACKARD

Subexhibit
A-3

PAGE: 1 OF 1

INVOICE 5N30195

REMIT TO: HEWLETT PACKARD P.O. BOX 64191 BALTIMORE MD 21254	ORDER DATE	INVOICE DATE	DUE DATE	PAYMENT TERMS	HP ORDER NO
	04/28/89	05/04/89	05/03/89	NET/30	443050084002
CUSTOMER PURCHASE ORDER NUMBER 1189-046		DUNS: 05-518-9732 FEDERAL EIN: 94-1081436 HP PURCH AGR: -A4C01			

INVOICE TO:
DUNDICS' ENTERPRISES INC.
2448 HOLLY AVENUE
SUITE 200
ANNAPOLIS MD 21401

SPECIAL INSTRUCTIONS:
DEMO DEVL. ESR524, APPROVED BY GEORGE HUNTER.

INQUIRIES TO:
HEWLETT-PACKARD COMPANY
EASTERN SALES REGION
2 CHOKE CHERRY RD
FED ID 94-108436
ROCKVILLE MD 20850
PHONE (301) 948-6370

SUMMARY:
ITEMS TOTAL: \$400.00
DISCOUNT: \$160.00-
INVOICE SUB-TOTAL: \$240.00
TAX(SEE DESCRIPTION BELOW): \$12.00
INVOICE TOTAL: \$252.00

ITEM	PRODUCT	DESCRIPTION	QTY UM	UNIT PRICE	AMOUNT
SHIP TO: DUNDICS' ENTERPRISES INC. 2448 HOLLY AVENUE SUITE 200 ANNAPOLIS MD 21401 M/F 1189-046 JOHN SANTONL					
0200	51450A CONSISTING OF:	MPE V/E MEDIA SERIAL # , BOX # 354180	1 EA	.00	.00
	OPTION:022	CART TAPE MEDIA	1 EA	.00	.00
	OPTION:200	LATEST VERSION	1 EA	.00	.00
	OPTION:506	MICRO 3000 SPU	1 EA	.00	.00
	PRICE FOR 0200				0.00
	SHIPPED VIA:	UPS	SHIP DATE:05/04/89 B/L NUMBER:50227390		
0300	35303A	HP EASYTIME	1 EA	400.00	400.00
	DISCOUNT FOR 0300 (40.0%)				160.00-
	PRICE FOR 0300				240.00
	SALES/USE TAX FOR 0300			12.00	
	SHIPPED VIA:	UPS	SHIP DATE:05/04/89 B/L NUMBER:50227390		

TAX TOTAL: MARYLAND STATE TAX 12.00
INVOICE TOTAL: 252.00

PLEASE SEND INVOICE COPY OR REFER TO INVOICE NUMBER 5N30195 AND REMIT

252.00

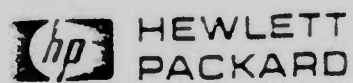
DUPLICATE

PLEASE PAY ON THIS INVOICE. NO STATEMENT WILL BE ISSUED.

SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

Subexhibit
A-4

547-321



PAGE: 1 OF 1

INVOICE 5N22317

REMIT TO: HEWLETT PACKARD P.O. BOX 64191 BALTIMORE MD 21264	ORDER DATE 05/03/89	INVOICE DATE 05/04/89	DUE DATE 06/03/89	PAYMENT TERMS NET/30	HP ORDER NO 443050084003
CUSTOMER PURCHASE ORDER NUMBER 1189-046		DUNS: 05-518-9732 HP PURCH AGR:		FEDERAL EIN: 94-1081436 -A4C01	

INVOICE TO:
DUNDICS ENTERPRISES INC
2448 HOLLY AVE
SUITE 200
ANNAPOLIS
ATTN: ACCOUNTS PAYABLE
P.O.# 1189-046
MD 21401

SPECIAL INSTRUCTIONS:
DEMO DEV: ESR524, APPROVED BY GEORGE HUNTER
BILL ONLY

INQUIRIES TO:
HEWLETT-PACKARD COMPANY
EASTERN SALES REGION
2 CHOKE CHERRY RD
FED ID 94-108436
ROCKVILLE
PHONE (301) 948-6370
MD 20850

SUMMARY:
ITEMS TOTAL: \$3395.00
DISCOUNT: \$1358.00-
INVOICE SUB-TOTAL: \$2037.00
TAX(SEE DESCRIPTION BELOW): \$101.85
INVOICE TOTAL: \$2138.85

ITEM	PRODUCT	DESCRIPTION	QTY UM	UNIT PRICE	AMOUNT
SHIP TO: DUNDICS ENTERPRISES INC 2448 HOLLY AVE SUITE 200 ANNAPOLIS MD 21401					
0800	D1326A	VECTRA ES/12 M26	1 EA	3395.00	3395.00
	CONSISTING OF:	SERIAL # 2842A41143			
	OPTION:ABA	US-ENG VERSION	1 EA	.00	.00
	DISCOUNT FOR 0800	(40.0%)			1358.00-
	PRICE FOR 0800				2037.00
	SALES/USE TAX FOR 0800			101.85	
	SHIPPED VIA:	SHIP DATE:02/06/89 B/L NUMBER:			

TAX TOTAL: MARYLAND STATE TAX 101.85
INVOICE TOTAL: 2138.85

PLEASE SEND INVOICE COPY OR REFER TO INVOICE NUMBER 5N22317 AND REMIT

2138.85

DUPLICATE

PLEASE PAY ON THIS INVOICE. NO STATEMENT WILL BE ISSUED.

SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT AS AMENDED AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF

Uniform Commercial Code
Continuation, Termination
Release, Assignment, Etc.

547 325

3091454

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

For Filing Officer Use

XX TO BE RECORDED IN
LAND RECORDS

File No. _____

Date & Hour _____

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date of Filing
Maturity Date (if any)

Record Reference
Liber 539, folio 183

Name(s) of Debtor(s) or Assignor(s)
SOUTH RIVER LANDING, INC.

No. Street City State
2661 Riva Road, Suite 420
Annapolis, Maryland 21401

Name of Secured Party or Assignee
HOME FEDERAL SAVINGS BANK

No. Street City State
122-128 West Washington Street
PO Box 1179
Hagerstown, Maryland 21741



CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claim a security interest under the Financing Statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

XX OTHER PARTIAL TERMINATION FOR FINANCING STATEMENT PERTAINING
TO THE PROPERTY: BEING Unit 810, Section VIII, as shown on a plan of SOUTH RIVER LANDING
CONDOMINIUM, which condominium plan is recorded among the Land Records of Anne
Arundel County in Condominium Plat Book E28, folios 28-33, inclusive which, unit is
more particularly shown on a plat entitled, "Plan 6 of 6, Section VIII SOUTH RIVER
LANDING A CONDOMINIUM an Amended Subdivision Plan of South River Landing, recorded
in Book 86, pages 37 and 38", which plat is recorded in Plat Book E28, folio 33.

THIS condominium was created pursuant to a Declaration as recorded among the Land
Records of Anne Arundel County in Liber 3528, folio 231 and By-Laws recorded among
the aforesaid Land Records in Liber 3528, folio 247, as amended from time to time,
both of which are made applicable to subject property by a Declaration recorded
among the aforesaid Land Records in Liber 3864, folio 279.

Debtor(s) or Assignor(s)

Type or print name under signature

BANK
HOME FEDERAL SAVINGS/ (SEAL)
(Corporate, Trade or Firm Name)

Thomas B. Frame
Signature of Secured Party or Assignee

(Owner, Partner or Officer and Title)
(Signature must be in ink)

105

547-326

2789 17

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

Kenneth Phelps
Dorothy Phelps
8281 Waterford Rd.
Pasadena, Md. 21122

2 Secured Party(ies) and address(es)

Hein Bros., Inc.
P. O. Box 666
7320 Ritchie Hwy.
Glen Burnie, Md. 21061

For Filing Officer (Date, Time, Number, and Filing Office)

2

4 This financing statement covers the following types (or items) of property

Polynesian whirlpool spa w/ super cover.

Located at: 8281 Waterford Rd
Pasadena, MD 21122

To be recorded in the Land Records.
Secured party is the Seller.

5 Assignee(s) of Secured Party and Address(es)

Security Pacific
7310 Ritchie Highway
Glen Burnie, Md. 21061

Return
To:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state

☐ which is proceeds of the original collateral described above in which a security interest was perfected

Check ☒ if covered ☐ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered No. of additional Sheets presented

Filed with

+ Kenneth G. Phelps
Kenneth G. Phelps
By Dorothy Phelps
Dorothy Phelps

Security Pacific Financial Svcs, Inc
Laurie Bockmiller, Branch Manager

Laurie Bockmiller
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Office Copy-Alpha/Beta

1230

547 327

278918

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)

JOSEPH M. HUBER t/a
J.M. HUBER & COMPANY
122 Teal Drive
Pasadena, MD 21122

2 Secured Party(ies) and Address(es)

MOTOROLA C & E, INC.
P.O. Box 8788
BWI Airport, MD 21240

3 Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)



4 This financing statement covers the following types (or items) of property:

ALL MOTOROLA COMMUNICATIONS EQUIPMENT AND INVENTORY HEREAFTER
ACQUIRED BY DEBTOR.
"NOT SUBJECT TO RECORDATION TAX"--TO PERFECT A SECURITY
INTEREST TAKEN OR RETAINED BY SELLER OF COLLATERAL TO SECURE
ALL OR PART OF ITS PRICE.

5 Assignee(s) of Secured Party and Address(es)

ASSOCIATES CAPITAL SERVICES
7240 Parkway Dr. Ste. 140
Hanover, MD 21076This statement is filed without the debtor's signature to perfect a security interest in collateral (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state
☐ which is proceeds of the original collateral described above in which a security interest was perfectedCheck ☒ if covered. ☒ Proceeds of collateral are also covered ☐ Products of Collateral are also covered No. of additional sheets presented:

Filed with:

JOSEPH M. HUBER t/a J.M. HUBER & COMPANY

MOTOROLA C & E, INC.

By: JOSEPH M. HUBER OWNER

By: PAT SERRA- CONTRACT ADMINISTRATOR

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

603469 Rev 12-80

278049

547 328

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) JOHN R. BOWEN 5373 ED. PROUT Rd. LOTHIAN, MD. 20711	2. Secured Party(ies) and Address(es) FORD MOTOR Credit COMPANY P.O. BOX 36387 RICHMOND, VA. 23235
---	---

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

NEW FORD TRACTOR 1720 S/N# LL 26711
NEW FORD REAR BLADE S/N# WZB1472
NEW INTERNATIONAL DISC. S/N# NONECheck if covered: ☐ Proceeds of collateral covered ☒ Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

John Russell Bowen
(SIGNATURE OF DEBTOR)
JOHN RUSSELL BOWEN
(SIGNATURE OF DEBTOR)

FORD MOTOR Credit COMPANY
(NAME OF SECURED PARTY)
BY: BAR 18 (Rep.)

FMCC JUN 64 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

PRINTED IN U.S.A.

11/50

a.a.co
#

547-329
STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 378950

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

Inventory/Equipment

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R & D Equipment Sales, Inc.

Address P.O. Box 227 Gambrills, MD 21054

2. SECURED PARTY

Name Orix Credit Alliance, Inc.

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

TW

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

R & D Equipment Sales, Inc.

Donald E. Willson, Pres.
(Signature of Debtor)

Donald E. Willson, Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

(Signature of Secured Party)

ROBERT HEENEY, ASST. VICE PRES.
Type or Print Above Signature on Above Line

517-330

ORIX
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 10th day of October 1989 by and between

R & D Equipment Sales, Inc., having its principal place of business at
P.O. Box 227 Gambrills, MD 21054

Mortgagee
"Mortgagor" and ORIX Credit Alliance, Inc.

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any kind and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1 1/5 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee) and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or state-ments referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion, may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York. Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written

ATTEST

Secretary

(Seal)
By Donald E. Willson President (Title)

STATE OF Maryland
COUNTY OF ANNE ARUNDEL

{ SS

Donald E. Willson

being duly sworn, deposes and says

1. He is the President of R & D Equipment Sales, Inc.
(hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description except for any held by the Mortgagee referred to below, and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to UNIT CREDIT ALLIANCE, INC. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this

day of _____, 19____

NOTARY PUBLIC

STATE OF _____ COUNTY OF _____ SS
I, _____ a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19____, in said County, before me personally appeared _____ to me personally well known

(For Individual)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)

and known as and to be a member of the partnership of _____

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered same before me who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____

R & D Equipment Sales, Inc.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC
CAL 8777)

547-332

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated October 19 19 89 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Champion Hoist Personnel Hoist 160' Tower 2 Counter Weights Base Fence, 24 Gates Car #1 S/N 581957A, Car #2 S/N 581957B	US-60-2R	
The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Orix Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

R & D Equipment Sales, Inc.

By: _____

David R. Wells Pres.

STATE OF MARYLAND

547 333

FINANCING STATEMENT FORM UCC-1

Identifying File No. 879951

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated October 13, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Coast Navigation, Inc.Address 1934 Lincoln Drive, Annapolis, Maryland 21401

2. SECURED PARTY

Name Chase Bank of Maryland - Commercial LeasingAddress 10 E. Baltimore Street, Flr. 16Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

AS

SEE ATTACHED SCHEDULE OF LEASED EQUIPMENT.

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

Pursuant to Section 12-108 (K) (4) of the Annotated Code of MD. This Financing Statement is not intended to convey title to personal property.

☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Coast Navigation, Inc.

(Signature of Debtor)

Type or Print Above Name on Above Line

Carol L Tindall, VP

(Signature of Debtor)

Type or Print Above Signature on Above Line

Chase Bank of Maryland - Commercial Leasing

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Anne Arundel

Se

547-334

Chase Bank of Maryland
10 East Baltimore Street
Baltimore, Maryland 21202

Page 1 of 3

SCHEDULE OF LEASED EQUIPMENT

Lessee Coast Navigation, Inc.

DATE OF LEASE AGREEMENT: October 13, 19 89

QUANTITY	MODEL NO.	EQUIPMENT DESCRIPTION (Include Manufacturer)	SERIAL NO.	COST
	Merchandising Systems, Inc.			
		8' Slotted Wall Channel - Crown		\$ 240.50
13		Slotwall 4x8 - Dove Grey		901.45
11		Crating Charge		25.00
1		4' Gondola without shelves		1,322.00
10	DSG541818	4' Gondola with 10", 12", 14" shelves two sides		3,774.00
17	DSGS5418	3' Feature End without shelves		327.00
3	DSFE5418	4' Wall Display without shelves		635.40
6	DSWD8421	16"x48" Shelves		176.40
9	76035	3-pocket magazine rack - 36"		155.92
2	76590	3-pocket magazine rack - 48"		155.92
2	76083	Wire Divider Kit 10"		45.96
3	WDK9	Wire Divider Kit 12"		53.49
3	WDK11	Wire Divider Kit 14"		55.47
3	WDK13	Wire Divider Kit 16"		61.38
3	WDK15	Bin Box Merchandiser with all PS-2 bin boxes		690.00
3	4536	Use MA-2 hooks rather than frame sets		
		Baskets (1 carton)		153.00
12	BP-9A	Peg Hook 6"		46.20
4	HDH6	Peg Hook 8"		50.40
4	HDH8	Peg Hook 10"		27.30
2	HDH10	Men's Shirt Form		80.90
2	81S	Women's Bust Form		74.80
2	30A	Bases		76.80
4	82A	Used Storage Shelving 40' runs - 4-48",		
2		8-36" 30" deep - 9' high, 5 shelves per section		1,200.00
		Used Storage Shelving 24' runs - 6-48" sections		600.00
2		24" deep - 8' high, 5 shelves per section		
		Pallet Rox - Dividers, X Braces, etc.		100.00
1		Shelves - 30"x36"		80.00
16		Shelves - 30"x48"		30.00
6				\$11,139.29

INITIALED FOR LESSEE: PLT

INITIALED FOR LESSOR: CH

547-335

Chase Bank of Maryland
10 East Baltimore Street
Baltimore, Maryland 21202

Page 2 of 3

SCHEDULE OF LEASED EQUIPMENT

Lessee Coast Navigation, Inc.

DATE OF LEASE AGREEMENT: October 13, 1989

QUANTITY	MODEL NO.	EQUIPMENT DESCRIPTION (Include Manufacturer)	SERIAL NO.	COST
<u>Telcoa</u>				
1		2460 Key service unit		
1		Remote Diagnostics		
5		Station A Cards		
1		Station B Card		
3		COU Line Cards:w/MOH w/1COU D Card		
25		24 Button keysets with LCD		
1		DSS/BLF		
1		Battery back up		
2		Ceiling speakers w/2 top hats and 4 wall baffles, 3 paging horns		
1		40 Watt paging amp		
1		Summa Max 500 call accounting pkg		
1		Digital voice announcer		
1		48 volt power supply		
1		ring generator		
2		Data Boards, Teflon cable		
		2nd year warranty on parts and labor		
				\$22,770.00
<u>Programmed Security, Inc.</u>				
<u>Fire and Security Equipment</u>				
1		Radionics 8112 Master Panel		
1		Standby Power Supply Unit		
2		Alpha II Keypads		
8		Passive Infrared Detectors		
4		Audio Glass Discriminators		
2		OH Door Contacts		
5		Standard Contacts		
4		Smoke Detectors		
				\$ 4,366.00

INITIALED FOR LESSEE: CLT

INITIALED FOR LESSOR: CL

547-336

Chase Bank of Maryland
10 East Baltimore Street
Baltimore, Maryland 21202

Page 3 of 3

SCHEDULE OF LEASED EQUIPMENT

Lessee Coast Navigation, Inc.

DATE OF LEASE AGREEMENT: October 13, 19 89

QUANTITY	MODEL NO.	EQUIPMENT DESCRIPTION (Include Manufacturer)	SERIAL NO.	COST
Warehouse	Carpet and Tile	1 Wellco-Forum 2 color "Summer Sky" Weve-Stallion #09175 "Lancaster Gray". Wunda Weve-Stallion #03076 "Desert Plum". 2 Wellco-Forum 2 color "Mist". U.S. Ceramics R-925 Twilight Blue. U.S. Ceramics R-960 Sterling. Tarkett-Coordinates #57028 Steel Gray. Axrock-Flex slate V-527 Gray. 4 American Olean-Satinglos 2x2 D-14 Sterling & D-21 Colbalt. Hartco-Acrylic Impregnated "Chesapeake". 5 Shore Step Tire Carpet tiles. Stairtreads & Risers Brigadier Rubbe. Treads & Risers AT-708 #104 gray. 6 Mercer Rubberlyte covebase #316 gray.		\$31,245.00
Gable Signs and Graphics, Inc.				
1		48" Fabricated Aluminum, Reverse Channel Faces of .063 rolled aluminum backed w/plexi	\$1,938.00	
15		20" Reverse Channel letters, fabricated aluminum backs & sides as per signed contract dated July 10	\$4,530.00	
1		Photo sensor mounted on wall	\$ 35.00	\$ 6,503.00

INITIALED FOR LESSEE: CLT

INITIALED FOR LESSOR: CL

547-337

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 278932

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name General Elevator Company, Incorporated

Address 601 Nursery Road, Linthicum Heights, MD 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., Suite 106, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto and made a part hereof.

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY

☐ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

[Signature] MIS Director
(Signature of Debtor)

David A. Quaranta MIS Director
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] Treasurer
(Signature of Secured Party)

Thomas E. Myers
Type or Print Above Signature on Above Line

1/15/50

EXHIBIT A
DESCRIPTION OF EQUIPMENT

One (1) 015075 Deskpro 286E-1
S/N(s): 4923HZ1H0731
One (1) 030614 VGA Monochrome Monitor
S/N(s): 925EF0085TS1
One (1) 055130 110MB Drive DP386S/386/20e
One (1) 205053 EA(1)DOS+Basic 3.3
One (1) 222531 Adv Netware V2.15 5.25
S/N(s): 883000669001
One (1) 05MD279080 Maynard 60 w/stnd
S/N(s): 352689
Six (6) 07X275 Tiara Lancard/A (LCA)
One (1) 07X276 Active 8-Conn Hub
Three (3) 011006 *(2) MOD 30 286 (512K,1.44DD)
S/N(s): 7510032 7510028
7416705DTF0
Three (3) 060881 0.5MB MEM 30-286 SYBD F/0608
Three (3) 030844 Color Display 12IN (8513)
S/N(s): 0784066 0784068
0784070
One (1) 071338 SMARTMODEM 2400 EXT
S/N(s): A03731083450
One (1) 221380 CLOSE-UP CUST/TERMINAL V3.0
One (1) 400097 Backup Power Supply-STDBY (50
S/N(s): 505A002369
Four (4) SL0500 Software Set Up

General Elevator Company, Incorporated
Type Full Legal Company Name

Signature _____ Print Name _____
David A. Quaranta

Mis Director _____ Title _____

_____ Date _____

Signature _____ Print Name _____

_____ Title _____

_____ Date _____

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 547-278333

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DAVID L. KNARRAddress 7995 FOX CHASE LANE, GLEN BURNIE, MARYLAND 21061

2. SECURED PARTY

Name FOREMOST LAWN EQUIPMENT SALESAddress 4180 CHAMBER HILL ROAD
HARRISBURG, PA 17111

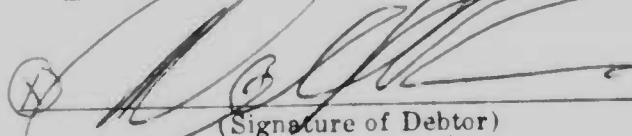
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- One - New Kubota B1550DT tractor, s/n 505460
- One - New Kubota 1640A Loader, s/n 24004105
- One - New Kubota BL80 Post hole digger, s/n 53000505
- One - New Land Pride RC1560 Rotary cutter, s/n L23901

Name and address of Assignee

KUBOTA CREDIT CORPORATION, U.S.A.
1025 Northbrook Parkway
Suwanee, Georgia 30174CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

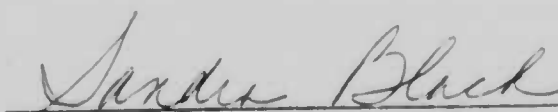
(Signature of Debtor)

DAVID L. KNARR

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)

SANDRA BLACK

Type or Print Above Signature on Above Line

11/90

547 340

278954

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Maryland Pennysaver Group, Inc.
1342 Charwood Road
Hanover, MD 21076

2. Secured Party(ies) and address(es)

Solna Web Inc.
6050 Connecticut
Kansas City, MO 64120

3. Maturity date (if any):

For Filing Officer
(Date, Time, Number, and Filing Office)



4. This financing statement covers the following types (or items) of property:

One (1) Distributor 30 2+1 printing unit (22.75 cutoff).

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered:

☒ Proceeds of Collateral are also covered.

☐ Products of Collateral are also covered.

No. of additional Sheets presented:

Filed with: State Dept. of Assessments/Circuit Clerk for Arundel County

Maryland Pennysaver Group, Inc.

Solna Web Inc.

By:

(see attached)

Signature(s) of Debtor(s)
Geoffrey Calderone

By:

Signature(s) of Secured Party(ies)
Margaret E. Burton

STANDARD FORM - FORM UCC-1

(B) FILING OFFICER COPY-ALPHABETICAL

117204.50

Solna Web, Inc.
6130 Connecticut
Kansas City, Missouri 64120
Phone (816) 483-2121 Fax (816) 241-8450

Sales Order & Security Agreement

Please enter our order for the following subject to the conditions printed on BOTH sides of this order

(PRESS EQUIPMENT)

Date July 20, 1989

Buyer's Name MARYLAND PENNSYLVANIA GROUP, INC.
Please Type or Print

1342 Charwood Road

(Street or P.O. Box No.)

Hanover, Md.

21076

(City)

(State)

(Zip)

301-684-2600

(Phone Number)

One (1) Distributor 30 2+1 printing unit (22.75 cutoff).

The price includes one (1) set of rubber rollers, one (1)

air shaft for paper rolls, one (1) water circulator.

freight, rigging, and installation. Unit to be installed

on the left end of pressline. No folder exten-

sion parts are included. The unit was operated at the

1989 A.N.P.A. Show.

Current Specifications

Volts

Cycle

Phase

KVA

SUB TOTAL

TAX (WHERE APPLICABLE)

Solna Web, Inc. is the first lienholder on the above equipment up to a value of \$171,950.00. This will reduce to \$143,900.00 after April 2, 1990. They do not include applicable sales use and other taxes, all of which Buyer agrees to pay on demand whether Buyer is liable for the same or Solna Web, Inc. is required by law to collect the same from Buyer.

PAYMENT TERMS

Buyer acknowledges having been quoted a cash price, agrees to purchase the equipment described above as follows:

- A. Cash accompanying this Order \$ 28,050.00
B. ~~XXXXXX~~ Cash payable on: ~~28,050.00~~
C. ~~XXXXXX~~ \$
D. ~~XXXXXX~~ \$
E. ~~XXXXXX~~ \$
F. Balance (payable in cash) ~~XXXXXX~~ \$ 143,900.00 on November 1, 1990

Within 5 days after the arrival of the equipment at its destination, Buyer agrees to afford Solna Web, Inc. the opportunity to supervise the erection of the equipment and to provide adequate labor, equipment and suitable foundation for the prompt completion of such erection. If Buyer does not, Buyer agrees that the entire purchase price shall be paid within 10 days after said arrival.

TRADE IN: At or before the time of delivery of the equipment to Buyer, Buyer will deliver to Solna Web, Inc. at the Buyer's place of business the equipment described above to be traded in. Buyer, in consideration of the trade-in credit granted by Solna Web, Inc. bargains and sells and by these presents does grant and convey unto Solna Web, Inc. its successors and assigns, the property described above as being traded in, to have and to hold the same unto Solna Web, Inc., its successors and assigns forever, and Buyer warrants that it is the lawful owner of the equipment being traded in, that the same is free from all liens and encumbrances, that it has the right to sell the same and that it will defend the same against any claims and demands of all persons.

INSTALLATION: If the prices stated above include delivery and erection in Buyer's premises, (1) the equipment will be delivered to the point where it is to be erected or installed only when sufficient passageways, free access to point of installation, and elevator(s) of necessary size and capacity for delivery are available, otherwise, delivery will be made on sidewalk or nearest accessible location to point of installation and Buyer will assume responsibility and expense for placing equipment in final location.

(2) Solna Web, Inc. will furnish the services of a competent man, for the necessary time, but not to exceed _____ days to erect the equipment and instruct operator, at no additional charge.

(3) Buyer at its sole cost and expense will provide suitable foundation, adequate floor conditions, rating and/or electrical wiring required, as well as labor (for carpentry, plumbing, masonry, etc.) necessary for removing obstructions, or construction, in connection with installation.

Buyer will indemnify and hold Solna Web, Inc. harmless from and against any and all losses, liability, damage or expense for injury to persons or property arising out of the installation, use and operation of said equipment.

ACCEPTANCE: This order shall be binding upon Solna Web, Inc. only when accepted by it at its principal office in Kansas City, Missouri in printed space below and a executed copy mailed to Buyer. It shall be governed by the laws of the State of Missouri.

Witness

Accepted at K.C., MO
SOLNA INCORPORATED (Seller) Solna Web Inc.

Type or Print Name

MARYLAND PENNSYLVANIA GROUP, INC.

Signature

GARY EDWARDS

1342 Charwood Road

(Street Address)

Hanover,

County

Maryland 21076

ENR

ANNE ARUNDEL

11-C

"NOT SUBJECT TO RECORDATION

INSTALLMENT PLAN BUYING"

547 342

FINANCING STATEMENT FORM UCC-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. 278935

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John H. Layton & Associates, Inc.

Address 4-6 Platzer Ln.
Glen Burnie Md 21061

2. SECURED PARTY MIDLANTIC COMMERCIAL LEASING

Name 225 WST 34TH ST.

Address NEW YORK, NY 10122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A" Attached Hereto and Part Hereof



NOT SUBJECT TO RECORDATION TAX
SECURED PARTY IS THE SELLER

CHECK THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

MIDLANTIC COMMERCIAL LEASING

(Signature of Debtor)

John H. Layton, Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

T. BANKS

Type or Print Above Signature on Above Line

11.80

SCHEDULE

Schedule referred to in and made part of agreement dated

9-22-89

547 343

between John H. Layton & Associates, Inc. and MIDLANTIC COMMERCIAL LEASING CORP.

LESSOR

QUANTITY	SERIAL NO.	DESCRIPTION (MFG. MODEL NO.)	AMOUNT
One (1)	VVE-1418-3LM	Vertical Camera VVE-1418-3LM	
One (1)		Artograph Statmaker Processor	
One (1)	FLS-24420	Pronto Exposure System FLS - 24420	
One (1)	705-240-1	Lawson 6/Color 4 Station HD Printer 705-240-1	
One (1)		Black Stallion Flash Cure Unit W Heat Control Unit	
One (1)		Cincinnati Model Cintech Dryer 636	
One (1)		Cincinnati Model 300-1 Screen Washer	
One (1)		Expert Cleaning Gun	
One (1)		Windy City Nozzle	
One (1)		Calcom Wall Sink	
One (1)		12 Frame Kit	
One (1)		All Accessories for Start UP	

MIDLANTIC COMMERCIAL LEASING CORP.

LESSOR

John H. Layton & Associates, Inc.

LESSEE

Pres.

John H. Layton

Title

Form 806 A.M. 700/5PT/83

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

547-344
Identifying File No. 278956

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Basics #25

Address 8160 Ritchie Highway, Pasadena, MD 21122

2. SECURED PARTY

Name NCC Leasing, Inc.

Address 1601 S. Main Street, Dayton, OH 45479

Person And Address To Whom Statement Is To Be Returned If Different From Above. TW

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

NCR ELECTRONIC DATA PROCESSING EQUIPMENT & BUSINESS MACHINES, INCLUDING, WITHOUT LIMITATION, COMPUTERS, COMPUTER PERIPHERALS, RETAIL AND FINANCIAL TERMINALS, ELECTRONIC CASH REGISTERS, AND ELECTRONIC DATA ENTRY AND ACCOUNTING EQUIPMENT.

Name and address of Assignee

Purchase money security agreement not subject to recordation tax.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Basics #25 (Signature of Debtor)

Super Rite Foods, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

William Schantzback - VP of Finance

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Gayle M. Gyure - Agent

NCC Leasing, Inc.

Type or Print Above Signature on Above Line

4392/567413

11-50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2687.58

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 9-12-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES J BENNETT JR
Address 7520 HOLLYBROOK ROAD GLEN BURNIE MARYLAND 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address 7164 D EAST FURNACE BRANCH RD
GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 9-12 92
4. This financing statement covers the following types (or items) of property: (list)

9 MM GUN, 27 " SONY TV SONY VCR

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- ☐ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

JAMES J BENNETT JR (Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JOYCE M RALEY (Signature of Secured Party)

JOYCE M RALEY MANAGER

Type or Print Above Signature on Above Line

STATE OF MARYLAND

547-340

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279953

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2701.82

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 9/18/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FREDERICK E. JOHNSON

Address 7121-G DEFRANZO LOOP FT. MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

Address P. O. BOX 997 GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Frederick E. Johnson
(Signature of Debtor)

FREDERICK E. JOHNSON

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.

Type or Print Above Signature on Above Line

11 21.80

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15366

547 347

278959

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1415.42

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 9/06/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MICHAEL CRUZADO

Address BLDG. 9828 A-CO. 741st MI FT MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P. O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Michael Cruzado
(Signature of Debtor)MICHAEL CRUZADO
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)GINA JORDAN ADMIN. ASST.
Type or Print Above Signature on Above Line

1050

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 547-348 15387 278960

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1738.76

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 9/14/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LARRY LEONARD

Address 1872-C FORREST AVE. FT. MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P. O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Larry Leonard
(Signature of Debtor)

LARRY LEONARD

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan

(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.

Type or Print Above Signature on Above Line

94.50

STATE OF MARYLAND. 547 349

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15382

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

278961

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1998.49

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 9/14/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Darrell E. Darby DARRELL E. DARBY

Address 105 Pasadena Road Pasadena Md 21122

2. SECURED PARTY 105 PASADENA RD. PASADENA, MD. 21122

Name AVCO FINANCIAL SERVICES

Address P. O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50
#492280 0777 R03 T10:55
10/25/89

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Darrell E. Darby
(Signature of Debtor)

DARRELL E. DARBY

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gian Jordan

(Signature of Secured Party)

GIAN JORDAN ADMIN. ASST.

Type or Print Above Signature on Above Line

14 SU

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15417ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 278962If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 4500.15If this statement is to be recorded in land records check here. ☐This financing statement Dated 09-28-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gerald & Neva StansburyAddress 2136 Mulberry Hill Rd Annapolis Md 21401

2. SECURED PARTY

Name AVCOAddress PQ Box 997 Glen Burnie Md 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 10-8-92

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

RECORD FEE 12.00
RECORD TAX 35.00
POSTAGE .50
#442320 C777 R03 T10:56
10/25/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)Gerald G. Stansbury
(Signature of Debtor)

Gerald Stansbury

Type or Print Above Name on Above Line

Neva H. Stansbury
(Signature of Debtor)

Neva Stansbury

Type or Print Above Signature on Above Line

Mary Bryant
(Signature of Secured Party)

Mary Bryant Admin Asst

Type or Print Above Signature on Above Line

12 35 50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

547 351
Identifying File No. 278963

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Cycle & Ski, Inc.

Address 128 Hillsmere Dr., Annapolis, MD 21403

2. SECURED PARTY

Name Dynamic USA, Inc.

Address P.O. Box 429, West Lebanon, NH 03784

Data-File Services, Inc-1728 Olympic Blvd., Santa Monica, CA 90404

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 1.10
POSTAGE .50
#492370 07/11 AM 11:15P
10/21/89
H. ENLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EXTENSION SHEET FOR
APPROPRIATE STATEMENT OF COLLATERAL

RECORD FEE 1.10
POSTAGE .50
#492370 07/11 AM 11:15P
10/21/89
H. ENLE SCHAFER
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Mark R. Conner - President
(Signature of Debtor)

Chesapeake Cycle & Ski, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Peter L. Martin
(Signature of Secured Party)

Dynamic USA, Inc.

Type or Print Above Signature on Above Line

11-50

547-352

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland

TOTAL NUMBER OF SHEETS 2

Secured Party:

Dynamic USA, Inc.
P.O. Box 429
West Lebanon, NH 03784


Debtor:

Chesapeake Cycle & Ski, Inc.
128 Hillsmere Dr.
Annapolis, MD 21403

All inventory of goods and merchandise now held or hereafter acquired by Debtor bearing the trademark(s) **DYNAMIC** either singly or in combination with any other word or words, together with all additions or accessions thereto, and all accounts, contract rights, documents, instruments, general intangibles and chattel papers of Debtor now existing or hereafter arising out of or with respect to such inventory and all proceeds of all the foregoing.

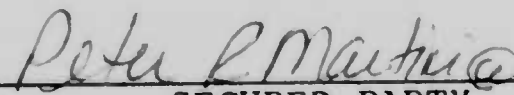
Chesapeake Cycle & Ski, Inc.

Dynamic USA, Inc.



Mark R. Corcoran - President

DEBTOR



SECURED PARTY

SHEET #

(1) Filing Officer Copy--Alphabetical

FORM UCC-E

547-353

278964

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 2/8/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation
Address 50 Rockefeller Plaza
New York, NY 10020
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 12/20/88, Schedule # 03, dated 1/30/89 between Assignor as Lessor and LEASE ACCOUNT # 121889 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 2/8/89 between Assignor and Assignee:

PER ATTACHED EQUIPMENT LIST

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Not subject to recordation tax.

2192

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

[Signature]
(Signature of Debtor)

Bruce J. Winter, Vice President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corporation

[Signature]
(Signature of Secured Party)

K.R. Adams
Type or Print Above Name on Above Line

Filed in Anne Arundel County

1/15

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Diamond PC-AT, 640K, 40MEG Hard Drive, System #262
1 (one)	Diamond PC-XT Monochrome, Arcnet Card, System #261
3 (three)	Microscope Wild M3B optics carrier with 3 step magnification changer equipped for Mil Spec WS-653E on trapezoid base with Techni-Quip Fiber Optic Illuminator
1 (one)	Microscope Wild M3Z optics carrier with 3 steps Magnification changer dual observation for training Milspec WS-G536E with Techni-Quip Fiber Optic Illuminator Also included, but not limited to all replacements, parts, repair, additions and attachments incorporated therein or affixed thereto now owned or hereafter acquired.

TransFinancial Leasing Corp.

BY: Bruce J. Winter

TITLE: Bruce J. Winter, Vice President

Societe Generale Financial Corporation

BY: 107 ac

TITLE: VP

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278005

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 34,500.00

If this statement is to be recorded in land records check here. ☐

Recordation Tax paid to Anne Arundel County in the amount of \$ 241.50
This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J. & J. Contracting, Inc.

Address 823 Fairview Ave. Linthicum Heights, MD 21090

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address 500 DiGiulian Blvd. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

J. & J. Contracting, Inc.

James W. Hood Pres.
(Signature of Debtor)

James W. Hood Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White
(Signature of Secured Party)

PATRICK WHITE, ASST. VICE PRES.

Type or Print Above Signature on Above Line

11-
29150
-50

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated October 6, 19 89 between the under-
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Ford Chassis w/20 Ft. Body	1976 LN9000	W90KUC39271
One (1)	National Crane w/2500lb. capacity, 35' jib	566A	17181

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

J. & J. Contracting, Inc.

By: James W. Hoode Pres

547 357

Anne Arundel County
#07540

STATE OF MARYLAND

278966

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 15,500.00

If this statement is to be recorded in land records check here. ☐

Recordation Tax paid to Anne Arundel County in the amount of \$108.50.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C & S Faulkner, Inc.

Address 6520 Hanover Rd. Hanover, MD 21076

2. SECURED PARTY

Name Orix Credit Alliance, Inc.

Address 500 DiGiulian Blvd. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."



CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Tirso Martinez Pres
(Signature of Debtor)

Tirso Martinez Pres
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

ROBERT REENEY, ASST. VICE PRES.
(Signature of Secured Party)

Type or Print Above Signature on Above Line

17 108.50

547 358

Orix Credit Alliance, Inc.



XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
 770 LEXINGTON AVENUE
 NEW YORK, NEW YORK 10021

**—SECURITY AGREEMENT—
 MORTGAGE ON GOODS AND CHATTELS**

THIS MORTGAGE made the 18th day of October, 1989 by and between
C & S Faulkner, Inc., having its principal place of business at
6520 Hanover Rd. Hanover, MD 21076

"Mortgagor" and Orix Credit Alliance, Inc. "Mortgagee"

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any kind and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 15% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee. The proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgages of any such premises.

(e) Mortgagor shall comply so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York. Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the surplus if any to the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the surplus if any to the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the surplus if any to the unpaid Mortgage Obligations, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and, for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of .30% for each .25% change in the prime rate; however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written

ATTEST

C & S Faulkner, Inc.

(Seal)

By

(Title)

Secretary

STATE OF Maryland
COUNTY OF Anne Arundel

SS

Tirso Martinez

being duly sworn, deposes and says

President

of C & S Faulkner, Inc.

1. He is the (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below) and Mortgagor has the sole right and lawful authority to mortgage the same (hereinafter called "Mortgagee") in the

3. Mortgagor is solvent and justly indebted to Orix Credit Alliance, Inc. amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so

Sworn to before me this

day of

19

NOTARY PUBLIC

COUNTY OF

SS

STATE OF

a Notary Public duly qualified in and for said County and State, do hereby certify that on this

I,

in said County, before me personally appeared

day of

19

in (Place)

to me personally well known

(For Individual)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)

and known as and to be a member of the partnership of

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the

of

C & S Faulkner, Inc.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer

Given under and witness my hand and official seal the day and year in this certificate first above written

NOTARY PUBLIC
(CA 1.617.77)

(Notarial Seal)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated October 18, 19 89 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Ford Cab & Chassis w/Reading Utility Body The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.	1989 F-350	1FDKF37M6KNA75045

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Orix Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

G & S Faulkner, Inc.

By: *Timothy M. ...*

547 361

279008

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER
OF THE REAL ESTATE NO ☒ YES ☐ NAME OF RECORD OWNER Jon E. Phillips

XX
XX
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured
party must place this same number on all subsequent statements.

BFF 26-5132292

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Mr. Jon E. Phillips
12 Farragut Road
Annapolis, Maryland 21403

Check the box indicating the kind of statement.
Check only one box.

- ☒ ORIGINAL FINANCING STATEMENT
☐ CONTINUATION-ORIGINAL STILL EFFECTIVE
☐ AMENDMENT
☐ ASSIGNMENT
☐ PARTIAL RELEASE OF COLLATERAL
☐ TERMINATION

Name & address of Secured Party
Baltimore Federal Financial, FSA
P.O. Box 116
Baltimore, Maryland 21203

Name & address of Assignee

N.A.

Date of maturity if less than five years

Check if proceeds of collateral are covered ☐

Description of collateral covered by original financing statement NOT SUBJECT TO RECORDATION TAX - INVENTORY

Sharps Island 32 HIN# RTG32003H990 1990 Model

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought ~~from another jurisdiction.~~

Describe Real Estate if applicable:

Jon E. Phillips

Signature of Debtor if applicable (Date)

James E. Squires, SVP
Baltimore Federal Financial, FSA

Signature of Secured Party if applicable (Date)

FILING OFFICER COPY

Revised 7-1-82

547-363

ANNE ARUNDEL COUNTY CHATTEL

278967

To Be Recorded In The Land
Records And In The Chattel
Records Of Anne Arundel
County And In The Financing
Statement Records Of The
Maryland State Department Of
Assessments And Taxation.

Not Subject To Recording Tax
Because The Security Interest
Granted Herein Pertains To An
Indemnity Deed Of Trust
Recorded Among The Land
Records of Anne Arundel
County.

FINANCING STATEMENT
(Maryland-U.C.C.-1)

ML

1. **DEBTOR:**

CALLISON & ASSOCIATES LIMITED
PARTNERSHIP
7451 Race Road
Hanover, Maryland 21076
Attention: George Robert Ruhl, III

2. **SECURED PARTY:**

THE FIRST NATIONAL BANK OF MARYLAND
25 South Charles Street, 12th Floor
Baltimore, Maryland 21201
Attention: Metropolitan Commercial
Division, 101-560

3. This Financing Statement covers and the Debtor grants and
conveys to the Secured Party a security interest in and to
the following:

- a. All plant, equipment, apparatus, machinery, fittings,
appliances, furniture, furnishings, and fixtures, and
other chattels and personal property and replacements
thereof (exclusive of any inventory held for sale or
resale by the Debtor), now or at any time hereafter
affixed or attached to, incorporated in, placed upon,
or in any way used in connection with the current or
future utilization, enjoyment, occupation, or operation
of the below referred to real property (hereafter, the
"Real Property"), including by way of example and not
by way of limitation, all lighting, heating, ventilating,
air conditioning, incinerating, sprinkling, laundry,
lifting and plumbing fixtures and equipment, water and
power systems, loading and unloading equipment, burglar
alarms and security systems, fire prevention and fire
extinguishing systems and equipment, engines, boilers,
ranges, refrigerators, stoves, furnaces, oil burners or

205

units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.

- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Indemnity Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in an Indemnity Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of one (1) page.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

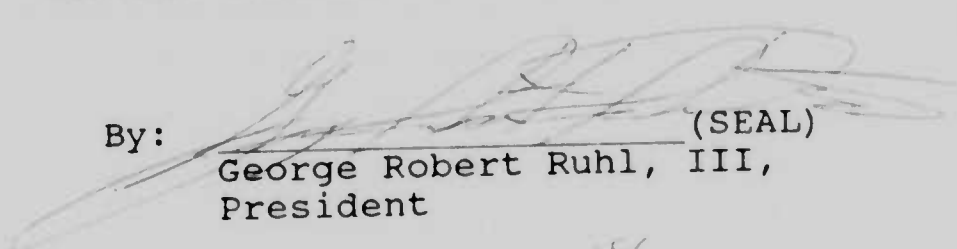
547 366

DEBTOR:

CALLISON & ASSOCIATES LIMITED PARTNERSHIP,
A Maryland Limited Partnership

By: Rulco, Inc.,
A Maryland Corporation,
General Partner

By:

 (SEAL)
George Robert Ruhl, III,
President

Date: October 18, 1989

TO FILING OFFICER: After this Statement has been recorded, please
return to:

Brian M. Sheahan
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (BMS) 08718

547 387

EXHIBIT A

BEGINNING for the same at a point on the northwest side of the Baltimore-Washington Expressway; said point of beginning being the same beginning point as in the conveyance from Maxwell Auslander to Auslander Decorator Furniture, Inc., by deed dated May 21, 1971, and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2407, folio 554; thence leaving said Baltimore-Washington Expressway and running with the outline of the above mentioned conveyance to Auslander Decorator Furniture, Inc. property North 29 degrees 39 minutes 18 seconds West 455.56 feet to a point; thence running North 70 degrees 09 minutes 18 seconds West 137.90 feet to a point in the eastern side of Race road; thence running with the said eastern right-of-way line of Race Road, North 23 degrees 10 minutes 50 seconds East 155.80 feet to a point; thence leaving said Race Road and running South 69 degrees 05 minutes 00 seconds East 699.98 feet to a point in the above-mentioned northwestern right-of-way line of Baltimore-Washington Expressway; said point of beginning being further located southwesterly 3200 feet more or less, from Dorsey Road; thence running with the above-mentioned northwestern right-of-way line of the Baltimore-Washington Expressway, South 46 degrees 58 minutes 30 seconds West 492.54 feet to the place of beginning, containing 4.01 acres, more or less.

547 368

278968

CRESTAR**Crestar Financing Statement**

Print Or Type All Information

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF
THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

Number Of Sheets Attached 1

For collateral located in Maryland

☐ Not Subject to Recordation Tax☒ Subject of Recordation TaxPrincipal Amount \$ 2500.00To: SDATCharter Office, Room 809301 West Preston StreetBaltimore, MD 21201☐ Clerk of the Anne Arundel County Court.P.O. Box 71Annapolis, MD 21404

Form For Original Financing Statement And Subsequent Statements

A File Number will be stamped on the Original Financing Statement. The
Secured Party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all Debtors, trade styles,
etc. **No other name will be indexed.**

Bay State Computers, Inc.
Attn: David A. Slosman
517 Benfield Road, Suite 202
Severna Park, MD 21146

Check the box indicating the kind of statement.

Check only one box.

- ☒ ORIGINAL FINANCING STATEMENT
☐ CONTINUATION—ORIGINAL STILL EFFECTIVE
☐ AMENDMENT
☐ ASSIGNMENT
☐ PARTIAL RELEASE OF COLLATERAL
☐ TERMINATION

Name & Address of Secured Party

Crestar Bank
515 King Street
Alexandria, VA 22314

Name & Address of Assignee

Description of collateral covered by original financing statement

All of debtor's accounts receivable, contract rights, general intangibles
and assets more fully described in Schedule A attached hereto and incorporated
herein by reference.

☒ Products and Proceeds of the collateral are also covered.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral
brought into this jurisdiction from another jurisdiction.

Describe Real Estate if applicable: All of Debtor's accounts receivable, contract rights,
general intangibles and assets more fully described in Schedule A attached
hereto and incorporated herein by reference.

Debtor hereby grants Secured Party a security
interest in the above described collateral.

Bay State Computers, Inc.

Signature of Debtor if applicable (Date)

David A. Slosman
David A. Slosman - President

Crestar Bank

Signature of Secured Party if applicable (Date)

Robert Hill, Jr.
Robert Hill, Jr. - Vice President

CRE-002-9-89

Distribution: Original: Central Filing Location, Copy 2: Circuit Court Duplicate,
Copy 3: Debtor's Copy, Copy 4: Circuit Court Filing Copy, Copy 5: Central Filing Location, Copy 6: Secured Party's Copy

11 1750 80

Schedule A

- a. All of Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sales contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of Debtor's business together with all liens, guarantees, securities, rights, remedies and privileges pertaining to any of the foregoing (collective called "Receivables");
- b. All of Debtor's inventory, including goods, wares, merchandise and other tangible personal property now owned or hereafter acquired by Debtor which are held for sale or lease or are furnished under a contract for services, and raw materials, work in process and materials used or consumed in Debtor's business (collectively called "Inventory");
- c. All present and future State and/or Federal tax refunds due or to become due to Debtor;
- d. All furniture, fixtures, leasehold improvements, machinery, equipment, supplies inventory and all other chattels or the Debtor, now or hereafter used by the Debtor in conjunction with its business, located and/or installed at or about the premises known as **517 Benfield Road - Severna Park, MD 20018** or elsewhere, of every kind and description, whether tangible or intangible or whether now or hereafter existing, owned or acquired and proceeds, products and accessions of and to any thereof;
- e. All property, goods and chattels or the same classes as those described above, acquired by Debtor subsequent to the execution of this Agreement and prior to its termination;
- f. All cash and non-cash proceeds of the above; and
- g. All increases, substitutions, replacements, additions and accessions.

Bay State Computers, Inc.

By:

David A. Slosman
David A. Slosman
PresidentDate: September 5, 1989

Crestar Bank, N.A.

By:

Robert Hill, Jr.
Robert Hill, Jr.
Vice President

Date:

September 18, 1989

STATE OF MARYLAND

547 370

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277173

RECORDED IN LIBER 540 FOLIO 564 ON 5/3/89 (DATE)

1. DEBTOR

Name MAHER-ITEC, INC.

Address 6655 West Mill Road, Milwaukee, WI 53218

2. SECURED PARTY

Name Leasetec Corporation

1401 Pearl Street

Address Boulder, CO 80302

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒ XXX
(Indicate whether amendment, termination, etc.)

TERMINATION

(ITEC #1) MLA #100, Schedule 16

(Ann Arundel)

Dated _____

Leasetec Corporation

(Signature of Secured Party)

Alex Merrell, Manager

Type or Print Above Name on Above Line

18

Anne Arundel Co.

547-371

Financing Statements filed in more than one county,
therefore, taxes were paid to State \$363.00

Revised 10/19/89

FINANCING STATEMENT

File No. 278969

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Waterbed Galleries by Stofberg Brothers, Inc. 2626 West Patapsco Avenue Baltimore, Maryland 21230 See Below For Additional Addresses	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Commercial Collateral Dept. Return to Secured Party
---	---

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☒ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Retail Waterbed Sales (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☒ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☒ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☒ E. Other. All of debtor's equipment, furniture and fixtures now owned or hereafter acquired.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 110,000.00

DEBTOR: Waterbed Galleries by Stofberg
Brothers, Inc.

SECURED PARTY:
SIGNET BANK/MARYLAND

By: X Steven Ginsburg, Vice President
(Type Name)

By: _____
(Type Name)
October 18, 19 89
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

To be recorded with SDAT, AACo, Balto. Co., Balto. City and Carroll Co.

Additional Addresses/Store Locations as follows:

- 1) 2080 York Road, Timonium, MD 21093
- 2) Rt. 40 Village Shopping Center, 531 Jermor Lane, Westminster, MD 21157
- 3) 8112 Ritchie Hwy, Pasadena, MD 21122

RECEIVED

OCT 19 1989

1/50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 547 372 278970

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

EQUIPMENT LEASE THAT DOES NOT CREATE A SECURITY INTEREST.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Nationwide Mutual Insurance Company

Address One Nationwide Plaza, Columbus, Ohio 43216

2. SECURED PARTY

Name The Huntington Leasing Company

Address 41 South High Street, Columbus, Ohio 43287

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto and made a part hereof.

Name and address of Assignee

This filing is made for the purpose of notice only; it is the intention of the parties hereto that the lease for which notice is hereby given is a true lease and not a financing lease or a conditional sale.

Anne Arundel Cty Sch 32

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

NATIONWIDE MUTUAL INSURANCE COMPANY

X Jeff Bauer
(Signature of Debtor)

Jeff Bauer, Manager

Type or Print Above Name on Above Line

Jeff Bauer
(Signature of Debtor)

Type or Print Above Signature on Above Line

THE HUNTINGTON LEASING COMPANY

Laurence L. Duncan ALP
(Signature of Secured Party)

Laurence L. Duncan Assistant Vice President

Type or Print Above Signature on Above Line

11-30

569924 6638 MR

547 373

NATIONWIDE MUTUAL INSURANCE COMPANY

EXHIBIT "A"

Lease No. 89101 Schedule No. 32

<u>BLDG CODE</u>	<u>INVENTORY</u> <u>TAG #</u>	<u>CATEGORY</u> <u>CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
5200	408922-			
	408925		(4)VIDEO LIGHTS (120.00)	480.00
	408970	TY01	TYPEWRITER	875.59
	408973	FAX3	FAX TRANSCEIVER	2033.50
	408954	TRAN	TRANSCRIBER	494.10
			TOTAL	\$3883.19

EQUIPMENT LOCATION:
2500 RIVA ROAD SE
ANNAPOLIS (ANNE ARUNDEL) MARYLAND
TAX DISTRICT 20 0002

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Doc's Roll-off Service, LTD
Address 116 Camrose Ave, Baltimore, MD 21225

2. SECURED PARTY

Name Midlantic Commercial Leasing Corp.
Address 225 W. 34th Street
New York, NY 10001

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

4 Rudeco 30 c.y. roll-off
containers, S/N 62444, 62447
62279, 62280

Name and address of Assignee

2 Rudeco 30 c.y. roll-off
containers, S/N 59573 59574NOT SUBJECT TO RECORDATION TAX
SECURED PARTY IS THE SELLERCHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Eva Hershman
(Signature of Debtor)EVA HERSHMAN, OWNER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

T. Banks
(Signature of Secured Party)T. BANKS
Type or Print Above Signature on Above Line

18.50

ANNE ARONSON
12-C

547 375

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278972

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MERCIER COMMUNICATIONS, INC.
Address 478 MANOR RD. ARNOLD, MD 21012

2. SECURED PARTY

Name MIDLANTIC COMMERCIAL LEASING
Address 225 W. 34TH ST.
NEW YORK, NY 10122
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

TW

VIBRATORY PLOW

NOT SUBJECT TO RECORDATION TAX
SECURED PARTY TO BE SELLER

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Thomas A. Mercier
(Signature of Debtor)

THOMAS A. MERCIER
Type or Print Above Name on Above Line

(Signature of Debtor)

J. Banks
(Signature of Secured Party)

STATE OF MARYLAND

AA County 547 376

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276608
RECORDED IN LIBER 538 FOLIO 580 ON March 10, 1989 (DATE)

1. DEBTOR

Name George M. King, Inc.
Address 1790 Severn Chapel Road Millersville, MD 21108

2. SECURED PARTY

Name The Milton James Company
Address 8411 Pulaski Highway Baltimore, MD 21237

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

Signet Bank/Maryland
P.O. Box 22497
Baltimore, Maryland 21203

THE MILTON JAMES COMPANY

Dated 10-18-89

William D. Hollinger Jr.
(Signature of Secured Party)
WILLIAM D. HOLLINGER JR. CONTRACTOR
Type or Print Above Name on Above Line

10.50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 547-377
278973

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hardaway Company, Inc.

Address P. O. Box 2327, Annapolis, Maryland 21404

2. SECURED PARTY

Name Valley Supply & Equipment Company, Inc.

Address P. O. Box 420, Funkstown, Maryland 21734

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- (1) Wacker Model W74A Vibratory Roller, \$10,100.00
Serial No. 0615405349



CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

Hardaway Company, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Valley Supply & Equipment Company, Inc.
Type or Print Above Signature on Above Line

547 378

278974

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)
Hoffman-Green Leasing, Inc.
6913 Ritchie Highway
Glen Burnie, Maryland 21061

2 Secured Party(ies) and address(es)
General Motors Acceptance Corp.
7310 Ritchie Highway
Glen Burnie, Maryland 21061

For Filing Officer (Date, Time, Number, and Filing Office)

TW

4 This financing statement covers the following types (or items) of property:

All machinery, equipment, furniture and other assets acquired by debtor to lease to third parties, now owned or hereafter acquired, and (i) all other additions, attachments, accessions, parts, replacements, substitutions and renewals thereof, wherever situated now owned or hereafter acquired, and (ii) all proceeds of the foregoing.

ASSIGNEE OF SECURED PARTY

Name

Address

Check ☒ if covered:

☒ Proceeds are also covered

☐ Products of Collateral are also covered

No. of additional Sheets presented:

Hoffman-Green Leasing, Inc.

General Motors Acceptance Corporation

By

Maury Wilk

Signature(s) of Debtor(s)

By

Janice I. Greenholt

Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
GMAC UCC-1 7/88

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15211

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2150.06

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 08/17/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DEBORAH L. SMITH

Address RT. 2 BOX 154-A CEDAR LANE GREENSBORO, MD. 21639

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P. O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Deborah L. Smith
(Signature of Debtor)

DEBORAH L. SMITH
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GIAN JORDAN ADMIN.ASST.

Type or Print Above Signature on Above Line

11

17.50.50

517 380

TO BE RECORDED:

278976

- ___ Among the Land Records of Anne Arundel County
- X Among the Financing Statement Records of Anne Arundel County
- ___ Among the Records of the State Department of Assessments and Taxation of Maryland

Not Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Act of the Annotated Code of Maryland

Principal Amount is \$625,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County and given as security for the same loan.

INDEMNITY
FINANCING STATEMENT

RECORD FEE 18.00
POSTAGE .50
#593330 C237 R02 T14:18
10/25/89

1. Indemnity Debtor: Address: H. ERLE SCHAFER
AWS 450 Limited Partnership 160-A Defense Highway
Annapolis, Maryland 21401
2. Secured Parties:
 - a) Mercantile Mortgage Corporation 200 East Redwood Street
Baltimore, Maryland 21202
 - b) Mercantile-Safe Deposit and Trust Company Two Hopkins Plaza
Baltimore, Maryland 21201
3. Maturity Date of Obligation September 18, 1990
4. This Financing Statement Covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings; and

(b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or

1891924

1800
33

(12/21)

buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

5. The aforesaid items are included as security in an Indemnity Deed of Trust and Security Agreement (the "Deed of Trust") of even date herewith given by Indemnity Debtor to Secured Parties, and recorded or intended to be recorded among the Land Records of Anne Arundel County to secure an indebtedness by R. Doyle Graybarck to Mercantile Mortgage Corporation and Mercantile-Safe Deposit and Trust Company and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.
6. Proceeds of collateral are covered hereunder.
7. The real property upon which a portion of the goods may attach as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof.

Debtor:

A W S 450 Limited
Partnership

Secured Parties:

Mercantile Mortgage Corporation

By:

R. Doyle Graybarck
R. Doyle Graybarck
General Partner

By:

Michael S. Cordes
Michael S. Cordes
Sr. Vice President



547-382
Mercantile-Safe Deposit and
Trust Company

By:  (SEAL)

Paula A. Stuart, Vice President

Dated: September 19, 1989

MR. or MS. CLERK: AFTER RECORDATION, PLEASE MAIL TO:

Laurence B. Raber, Esquire
Reese and Carney
10715 Charter Drive
Columbia, MD 21043

LBR/dca
42209/8599

EXHIBIT "A"

BEGINNING for the same at the end of the due South 1328.09 foot line of the conveyance from Anne E. D. Sellman to Harry R. Weakley and Emma T. Weakley, his wife, by deed dated Augut 16, 1935 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 140, folio 414, said point being in the base line of the survey established by W.C. Munroe in September 1921; and running from said beginning point with the outlines of said conveyance, due South 202 feet to the north side of the County Road as it was in 1921; thence with the same, North 75 degrees 40 feet West, 180.85 feet to a point, thence leaving said Road and running parallel to the first line of this description due North 158.5 feet to the aforementioned Base line; thence continuing the same course, due North 1864.97 feet to intersect the South 18 degrees East, 609.4 foot line of said conveyance; thence with part of said line, South 18 degrees East, 564.51 feet; thence due South 1328.09 feet to the place of beginning. Containing 7.14 acres, more or less. Being the eastern section of Lot No. 9 on a Plat entitled "Property as Subdivided for Miss Anne E. D. Sellman, near Camp Parole, Maryland," recorded in Plat Book No. 1, Page 30.

BEING the same lot or parcel of land which by Deed dated May 30, 1985 was granted and conveyed by Mary Sue Codd, surviving joint tenant of Carl F. Kaufman, deceased, Administration No. 21,807, as grantor, into AWS 450 Limited Partnership, a Maryland limited partnership, as grantee.

3:051:PS

ORIGINAL

547 384

FINANCING STATEMENT

To Be Recorded in The Land Records
(For Fixtures Only).

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Address

3433 Ft. Meade Road
Laurel, Maryland 20707



3. This Financing Statement covers the following types (or items) of property (the collateral) :

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

Secured Party (Assignee)

THE CITIZENS NATIONAL BANK

By: Donald E. Shaffrey
Donald E. Shaffrey
Senior Vice President

By:

Type or print all names and titles under signatures.

547-385

SCHEDULE DESCRIBING COLLATERAL

(This Schedule is to be used to describe the collateral referred to in the SECURITY AGREEMENT executed on the _____ day of _____, 19____, by Debtors and is hereby expressly made a part of said SECURITY AGREEMENT.)

Exhibit A

DESCRIPTION OF COLLATERAL

All accounts now owned and all accounts hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such accounts.

All inventory now owned and all inventory hereafter acquired by Borrower and all proceeds (cash and non-cash) of such accounts.

All contract rights now owned and all contract rights hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such contract rights.

All chattel paper now owned and all chattel paper hereafter acquired by Borrower and all proceeds (cash and non-cash) of such chattel paper.

All general intangibles now owned and all general intangibles hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such general intangibles.

WITNESS: _____ (SEAL)

WITNESS: _____ (SEAL)

ADDRESS: _____ (STREET)

(CITY, COUNTY, AND STATE)

(SEAL)

(CORPORATE DEBTOR SIGN BELOW)

Attest:

(SECRETARY)

C & M Associates, Inc.
BY: *Kona McCoy* President
Maria McCoy, President
By: *Clifford W. McCoy*
Clifford W. McCoy, Vice President

547-386

**STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE**

☐ (check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 251900 recorded in Liber 473, Folio 112 on 5/1/84 at AA County, MD
Date Location

1. DEBTOR(S): Passport Yachts East, Inc.
ADDRESS(ES): 326 First Street, Suite 14
Annapolis, MD 21403

2. SECURED PARTY: Horizon Creditcorp ATTENTION: _____
ADDRESS: 7 East Frederick Place
Cedar Knolls, NJ 07923

2a. Person and address to whom Statement is to be mailed:

Maryland National Bank, Attention: A. Singh, Mailstop: 090159

Check mark below indicates the type and kind of Statement made hereby. (Check only one box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
- a. ☐ Not subject to Recordation Tax.
- b. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

DEBTOR(S): _____
(Signature necessary only if item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name of Debtor under each signature and, if signature is given other than in a personal capacity, type or print name and title of Debtor's authorized signer(s).

SECURED PARTY: Horizon Creditcorp

BY: Cindy A. Bowlin, s.p. (SEAL)

Cindy A Bowlin, AVP

(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2a above.

Case No. 14092

547-387

FINANCING

To be recorded in the Office of the Clerk
of the Circuit Court of Anne Arundel County,
Maryland - Mortgage Records

278973

FINANCING STATEMENT

Debtor: Trustees of The Asbury Town Neck
United Methodist Church
429 Baltimore - Annapolis Boulevard
Severna Park, Maryland 21146

Secured Party: The Trust Company of America
8101 West 34th Avenue
Amarillo, Texas 79121



This financing statement covers all buildings, structures, open parking areas, fixtures, improvements, equipment, furniture, furnishings, goods, inventory and other personal property now or hereafter placed on or used in connection with the real property described in Exhibit "A" attached hereto and incorporated herein by reference, all plans and specifications with respect to any such improvements (the "Improvements"), all contracts and subcontracts relating to Improvements (including but not limited to all construction contracts, subcontracts and architects' agreements), all deposits (including but not limited to tenants' security deposits), funds, money, revenues, profits, collections, contributions, rents, leases, accounts, contract rights, instruments, documents, general intangibles (including but not limited to trademarks, service marks, trade names and symbols used in connection therewith), surveys, books, records, and notes or chattel paper now existing or hereafter arising from or by virtue of any transactions relating to the property described herein or otherwise from the operations of Debtor, all minerals, crops and timber now or hereafter situated on or under or removed from said real property, all permits, licenses, franchises, certificates, loan commitments, financing arrangements, guarantees, warranties, service and maintenance agreements and other rights and privileges now or hereafter obtained or appurtenant to the property described herein, all proceeds arising or to arise by virtue of the sale, lease or other disposition of all or any part of such property (consent to same not granted or implied hereby), all proceeds (including but not limited to premium refunds) payable or to be payable under each policy of insurance relating to such property, all awards or proceeds of any condemnation, eminent domain or similar proceeding or deed in lieu thereof, all appurtenances, servitudes, rights, ways, privileges, easements, prescriptions and advantages in any way now or hereafter thereunto belonging or appertaining, and all accessions, additions, replacements, substitutions, alterations, products,

13-

547-388

proceeds, rents, revenues, profits and offspring of, to, for or from any of the herein-described real or personal property. A portion of the collateral is or will be affixed to the above-described real property and constitutes fixtures. Debtor is the record owner of said real property.

DEBTOR:

TRUSTEES OF THE ASBURY TOWN NECK
UNITED METHODIST CHURCH

By: Orien W. Glenn, Sr.
ORIENT W. GLENN, Sr., Chairman
of the Board of Trustees

And By: Joyce Ilean Jennings
JOYCE ILEAN JENNINGS, Secretary
of the Board of Trustees

SECURED PARTY:

THE TRUST COMPANY OF AMERICA

By: Kenneth P. Courtright
KENNETH P. COURTRIGHT
VICE CHAIRMAN AND CHIEF
EXECUTIVE OFFICER

547 389

EXHIBIT "A"

All that piece or parcel of ground, situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, and being more particularly described as follows, that is to say:

BEGINNING at a point on the west side of the Old Boulevard to Annapolis at a pipe marking the southerly extremity on said Boulevard of the land owned by Vinton Jennings, thence bounding on said southerly boundary of the land owned by said Vinton Jennings south sixty-five degrees twenty-five minutes west two hundred feet to a point; thence south four degrees forty-eight minutes east one hundred feet to a point; thence north sixty-five degrees twenty-five minutes east two hundred feet, more or less, to meet the west side of the Old Boulevard to Annapolis north four degrees forty-eight minutes west one hundred feet more or less to the place of beginning.

BEING part of the tract of land owned by James S. Robinson, Jr., now deceased, near Robinson Station, Anne Arundel County, Maryland.

547 390

278979

TO BE RECORDED AMONG THE
FINANCING RECORDS

THIS TRANSACTION IS SUBJECT TO
RECORDATION TAXES ON THE AMOUNT
OF \$ 102,400.00, WHICH HAVE
BEEN PAID TO THE CLERK OF THE
CIRCUIT COURT FOR A.A. Co.

FINANCING STATEMENT

R G ASSOCIATES, INC.

399 Harbor Drive, Annapolis, Maryland 21403

1. Debtor(s)

RECORD FEE 11.00
POSTAGE .50
#593850 0237 R02 T16:20
10/25/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

KEY FEDERAL SAVINGS BANK

2. Secured
Party

7F GWYNNS HILL COURT, OWINGS HILLS, MARYLAND, 21117

3. This Financing Statement covers the following types of property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. If the above personal property is to be affixed to real property, describe
real property.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

5. Proceeds of collateral are covered.

6. Products of collateral are covered.

DEBTOR(S):

SECURED PARTY:

KEY FEDERAL SAVINGS BANK

R G ASSOCIATES, INC.

BY 

ROBERT A. GUURLINGER, President

After this statement has been recorded please return to:

Dackman and Heyman, Attorneys, 2221 Maryland Avenue, Baltimore, Md. 21218

1100
/ 60

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnaces, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcels of land (and the improvements now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcels are more fully described in ~~XXXXXX~~ attached hereto as a part hereof.

BEING KNOWN AND DESIGNATED as Lot No. 23 according to a plat of Rosewood, a subdivision of lots of F. W. Bausum Property, Parole, made by J. R. McCrone, Jr., July 1949 and recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod F-7, Plat 10 (now recorded in Plat Book 21, folio 44).

CROSS INDEXED

547 392

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 493

Page No. 13

Identification No. 259713

Dated December 24, 1985

1. Debtor(s) { Robert C. Jackson & Mary E. Jackson
Name or Names—Print or Type
524 Newfield Road Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party

{ Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Dated: October 20, 1989

Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

10-5

517-393

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 252200 recorded in
Liber 473, Folio 524 on June 1, 1984 (Date).

1. DEBTOR(S):

Name(s) Francis M. Lephew and Joyce A. Lephew

Address(es) 5149 Chalk Point Road, West River, Maryland 20881

2. SECURED PARTY:

Name Maryland Bank & Trust Company

Address 21 Shangri La Drive, Lexington Park, Maryland 20653

Person and Address to whom Statement is to be returned if different from above.
Subterranean Construction Company, Inc.
1362 Marlboro Road, Lothian, Maryland 20711

Check mark below indicates the type and kind of Statement made hereby.
(Check only one box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☒ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Subterranean Construction Company, Inc.
1362 Marlboro Road
Lothian, Maryland 20711

RECORD FEE 10.00
POSTAGE .50
#594020 C237 R02 T10:25
10/26/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

9. SIGNATURES.

SECURED PARTY

MARYLAND BANK & TRUST COMPANY

By Mark W. Miller

Mark W. Miller, Vice President
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

547 334

278330

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Northward Corporation
Address: d/b/a Pasadena Rentals and Sales
8004 Jumpers Hole Road
Pasadena, Maryland 21122
2. Name of Secured Party: Annapolis Banking and Trust Company
Address: P.O. Box 311
Annapolis, Maryland 21404
3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland



RECORD FEE 12.00
POSTAGE .50
#594170 C237 R02 T10:45
10/26/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. This Financing Statement covers the following types (or items) of property:

See Attachment, Schedule A

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

Debtor(s):

Northward Corporation
d/b/a Pasadena Rentals and Sales
By: *[Signature]*
Reese W. Diggs, Jr., President

Secured Party:

Annapolis Banking and Trust Co.
(Type Name of Dealership)

By: *[Signature]*
(Authorized Signature)

William A. Busik, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

547 395

"SCHEDULE A"

All present and future goods, inventory, equipment and vehicles including, without limitation, tools, appliances, vehicles and construction, industrial, medical, party, and office machinery and equipment, including new and used and received as trade-in, and all attachments and accessories and all proceeds of the foregoing, including but not limited to accounts, contract rights, chattel paper, general intangibles, instruments, documents of title arising out of sales, lease or other disposition of the foregoing collateral.

☐ TO BE

☒ NOT TO BE

RECORDED IN
Land Records

☐ SUBJECT TO

☒ NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 105,000.00

FINANCING STATEMENT

278951

1. Debtor(s):
(Borrower)

South County Residential Projects, Inc.
Name or Names - Print or Type

251 West Street Annapolis (Anne Arundel Co.) Maryland 21401
Address - Street No., City-County State Zip Code

Name or Names - Print or Type

Address - Street No., City-County State Zip Code

2. Secured Party:

Community Development Administration

Name or Names - Print or Type

45 Calvert Street Annapolis Anne Arundel Co. Maryland 21401
Address - Street No., City-County State Zip Code

3. The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE EXHIBIT B

4. If above described personal property is to be affixed to real property, describe real property.

SEE EXHIBIT A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral ☒ are _____ are not covered.

7. Products of collateral ☒ are _____ are not covered.

DEBTOR(s): South County Residential
(Borrower) Projects, Inc.

BY: [Signature]
(Signature of Debtor)

Randolph Cherry, President

Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY: Community Development Administration

(Company, if applicable)

BY: [Signature]
(Signature of Secured Party)

Type or Print (include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Homeownership Programs, CDA
45 Calvert Street
Annapolis, Maryland 21401
ATTN: Mr. Archie Shaw

1300

EXHIBIT A

Description of Property

Property No. 1.

BEING ALL those lots of ground and premises known as lots number 790 - 791 - 792 of Patapsco Park, as shown in Plat Book 12, folio No. 8, and recorded among the Land Records of Anne Arundel County.

Property being known as 242 Bolivar Avenue.

Property No. 2.

BEING KNOWN AND DESIGNATED as Lot No. 38R in Block 17, as shown on a Plat of Re-Subdivision of Lots 33-48 and part of Lots 19-24, Block 17, Pasadena, which plat is recorded among the Land Records of Anne Arundel County in Liber 3612, folio 476.

Property being known as 108 Linden Avenue.

EXHIBIT B

Personal property covered by this financing statement includes:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed on the Land, and all fixtures and articles of personal property which are, or which may hereafter be, attached to and used with the Land (except such personal property belonging to any tenants);

(b) all the rights, roads, alleys, ways, waters, privileges, easements, profits, and appurtenances thereunto belonging or in any way appertaining, and including any right, title, interest, and estate hereafter acquired by the Borrower in the Land;

(c) all building materials and other chattels on the Land now owned or hereafter acquired by the Borrower and incorporated or intended to be incorporated in the buildings and improvements on the Land and all fixtures, equipment, accessories, and furniture which are attached to or affixed to the buildings and improvements including, but not limited to kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now or hereafter placed upon the Land are hereby declared by the Borrower to be fixtures and permanent additions to the Land and intended to be included as part of the Land hereby conveyed, except in all cases personal property owned by any tenants;

(d) any award made in the nature of compensation for condemnation or appropriation for any of the foregoing property by any governmental body, including awards or damages for matters other than a direct taking which nonetheless affect any of the foregoing property;

(e) all amounts payable to or recoverable by the Borrower under the terms of any contract for the rehabilitation of the Project or any surety bond issued on account of rehabilitation;

(f) all rights under and amounts recoverable under warranties as to quality or performance of any material, part, subassembly, appliance or other component part of the Project;

(g) all proceeds of casualty insurance on the Project or any part thereof;

(h) any real estate tax rebates or refunds which Borrower is entitled to receive;

(i) any amounts in the Project's accounts or funds described in this Deed of Trust.

P. L. T.
413 Crown Hwy
G. B. Md. 21061

MMT/10-23-89
9252Q

547-339

278952

- To be recorded
(1) in the Land Records
of Anne Arundel County;
(2) in the Financing Statement
Records of Anne Arundel
County;
(3) with the State Department of
Assessments and Taxation

Not Subject to Recordation Tax
Principal amount is \$ _____

The appropriate amount of documentary stamps are affixed to a Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

FINANCING STATEMENT

1. Debtors: Mailing Addresses of Debtors:

(a) BORGESE, INC., a corporation organized and existing under the law Maryland
Number 3
1610 Annapolis Road
Odenton, Maryland 21113

(b) MICHAEL ALAN BORGESE
500 Mayo Road
Edgewater, Maryland 21037

2. Secured Party:

Address of Secured Party:

STERLING BANK & TRUST CO.,
a banking corporation
organized and existing
under the law of Maryland,
111 Water Street
Baltimore, Maryland 21202

3. This Financing Statement covers all of the right, title and interest of any of the Debtors in and to

3.1. All chattels, furniture, fixtures, building materials, fittings, furnishings, appliances, apparatus, equipment, machinery and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in the land which is described in Exhibit A hereto or any part thereof and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all trade and other equipment, appliances and fixtures, all heating, lighting, laundry, clothes washing,

2856

clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

3.2. All earnings, revenues, rents, issues, profits, security deposits, proceeds of insurance and other income of and from the said land and other collateral, and all present and future accounts, contract rights, permits, licenses (including without limitation liquor licenses), general intangibles, chattel paper, documents, warranty rights and instruments of the Debtors.

4. The aforesaid items are included as security in a Deed of Trust and Security Agreement of even date herewith given by the Debtors to Arthur L. Silbur and Patricia A. Jenkins, trustees for the Secured Party, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtors to the Secured Party.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in the said County which is more particularly described in the said Deed of Trust and Security Agreement and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtors to the Secured Party as security for the Debtors' Note dated October 26, 1988, modified by agreement of even date herewith, evidencing the Debtors' debt to the Secured Party. The Debtors and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtors' performance of its obligations under the

MMT/10-23-89
9252Q

547 401

provisions of such Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

WITNESS or ATTEST:

BORGESE, INC., a corporation
organized and existing under
the law of Maryland,

By: Michael A. Borge (SEAL)
Name: Michael Alan Borge
Title: President

Michael A. Borge (SEAL)
MICHAEL ALAN BORGESE

THE DEBTORS

Date: October __, 1989

[After filing, please return to M. Melinda Thompson,
Esquire, Frank, Bernstein, Conaway & Goldman, Suite 700,
American City Building, Columbia, Maryland 21044.]

547-402
EXHIBIT A

PARCEL I

Beginning for the same at a concrete monument found, said monument being at the same beginning point as described in the conveyance from John Milton Sinsheimer to Thomas E. Collison and Etta May Collison, his wife, by deed dated March 5, 1937 and recorded among the Land Records of Anne Arundel County, Maryland in FAM 160, page 287;

THENCE running from said beginning point so fixed and running with part of the first line of the above mentioned conveyance with bearings referred to magnetic north of 1946 and as described in the conveyance from Thoms Edward Collison and Etta May Collison, his wife, to Thomas Edward Collison, Jr., and Eleanor J. Collison, his wife, by deed dated August 31, 1947 and recorded among the said Land Records in JHH 380, page 288, South 45 degrees, 20 minutes East 165.73 feet to a pipe found at the end of the North 58 degrees 37 minutes 30 seconds east 180.55 foot line of the conveyance from John R. Collison and Thomas E. Collison, Jr., personal representatives of the Estate of Etta May Collison to Thomas E. Collison, Jr., and Eleanor J. Collison, his wife, by deed dated May 13, 1975 and recorded among said Land Records in Liber 2754, page 773;

THENCE running with said last mentioned line reversely South 58 degrees 37 minutes 30 seconds West 180.55 feet to a pipe found at the beginning of said line;

THENCE still with the said outlines of said last mentioned conveyance South 21 degrees 57 minutes East 214.21 feet to a pipe found on the Northeast side of Mayo Road, Maryland Route #214;

THENCE running with the northeast side of Mayo Road and with the arc of a curve to the right which has a radius of 1273 feet and a chord of North 44 degrees 33 minutes West 284.94 feet for an arc distance of 285.50 feet to a pipe found;

THENCE leaving Mayo Road and running with the last line of the above mentioned conveyance from Sinsheimer to Collison, in FAM 160, page 287, and as now surveyed North 37 degrees 07 minutes 40 seconds East 258.59 feet to the Place of Beginning;

CONTAINING .92 ACRES AND AS SURVEYED BY J.R. MCCRONE, JR., INC., PROFESSIONAL ENGINEERS AND LAND SURVEYORS;

Being the same property which was conveyed by John R. Collison to Adeline G. Mangano, by Deed dated April 29, 1977 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2954, folio 253.

PARCEL II

BEGINNING for the same at an iron pipe found at the same beginning point as in the conveyance from Thomas Edward Collison and Etta May Collison, his wife, to Thomas Edward Collison, Jr., and Eleanor J. Collison, his wife, by deed dated August 31, 1946 and recorded among the Land Records of Anne Arundel County, Maryland in Liber JHH 380, page 288; said point

being further located in the first line of the conveyance from John Milton Sinsheimer, single, to Thomas E. Collison and Etta May Collison, his wife, by deed dated March 5, 1937, and recorded among the said Land Records in Liber FAM 160, page 287; said point being still further located South 45 degrees, 20 minutes East 185.73 feet from a concrete monument found at the beginning of the said first line of the conveyance recorded in Liber FAM 160, page 287;

THENCE running from said beginning point so fixed and running through the second mentioned conveyance (recorded in Liber FAM 160, page 287), and running with the North 17 degrees 37 minutes East 245.00 foot line and the North 17 degrees 37 minutes East 133.25 foot line of the above mentioned conveyance recorded in Liber JHH 380, page 288, reversely, as now found South 17 degrees 35 minutes West 292.29 feet to an iron pipe found on the North side of Maryland Route 214 and at the beginning of the said North 17 degrees 37 minutes East 113.25 foot line of the conveyance recorded in Liber JHH 380, page 288;

THENCE leaving the above mentioned conveyance recorded in Liber JHH 380, page 288, and continuing through the above mentioned conveyance recorded in Liber FAM 160, page 287, and leaving said Maryland Route 214, North 21 degrees 57 minutes West 214.21 feet to an iron pipe set, and North 58 degrees 37 minutes 20 seconds East 180.55 feet to an iron pipe set in the above mentioned first line of the said conveyance recorded in Liber FAM 160, page 287;

THENCE with part of said line and with bearings corrected from magnetic differences, South 45 degrees 20 minutes East 20.0 feet to the place of beginning.

CONTAINING .50 ACRES, MORE OR LESS, AS SURVEYED BY J.R. MCCRONE, JR., INC., PROFESSIONAL ENGINEERS AND LAND SURVEYORS, IN MARCH, 1975.

Being the same property which was conveyed from Thomas E. Collison, Jr., and Eleanor J. Collison, his wife, to Adeline G. Mangano, by Deed dated April 29, 1977 and recorded in the Land Records of Anne Arundel County, Maryland in Liber 3012, folio 190 and as further described in a confirmatory deed dated 15 March, 1978 and recorded in the Land Records of Anne Arundel County, Maryland in Liber 3073, folio 791.

Subject to a right of way reserved unto certain prior grantors, their heirs, personal representatives and assigns as set forth in the aforementioned confirmatory deed dated 15 March 1978, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3073, folio 791, as further described in a plat of said right of way recorded at Liber 3606, folio 401.

547 404
278003
INDEMNITY
FINANCING STATEMENT

1891834
TO BE RECORDED AMONG
THE FINANCING RECORDS OF
ANNE ARUNDEL COUNTY

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: Gateway International Limited Partnership
1302 Concourse Drive
Suite 202
Linthicum, Maryland 21090
2. NAME AND ADDRESS OF SECURED PARTY: The First National Bank of Maryland
110 South Paca Street
Baltimore, Maryland 21201
Attn: Commercial Real Estate Division 109-900

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance

of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in an Indemnity Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Patricia A. Brian and Anna M. Marcellino, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

547 406

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot No. Four (4), in the subdivision known as "LOTS 3, 4 & REVISED LOT 2-R, GATEWAY INTERNATIONAL", as per plat thereof recorded among the Land Records of Anne Arundel County, State of Maryland, in Plat Book 104, pages 14 and 15.

TOGETHER WITH AND SUBJECT TO the terms, conditions, rights, privileges, easements, restrictions, benefits and burdens as stated in that certain "Declaration of Easements" by Gateway International Limited Partnership, et. al., dated September 22, 1989 and recorded October 2~~4~~, 1989 among the Land Records of Anne Arundel County in Liber 4955, folio 382.

547-407

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Debtor.

DEBTOR:

GATEWAY INTERNATIONAL LIMITED PARTNERSHIP

By: BTR Gateway, Inc.,
General Partner

By: *F. Patrick Hughes* (SEAL)

SR. VICE PRESIDENT

F. Patrick Hughes

Filing Officer: After recordation, please return this Financing Statement to:

Diane Hewes
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

547 408

278981

FINANCING STATEMENT

Not subject to recordation tax

11-30,000.00

1. Name of Debtor(s): Ferguson Trenching Company, Inc.
Address: 123 Revell Highway
Annapolis, Maryland 21404

2. Name of Secured Party: Annapolis Banking and Trust Company
Address: P.O. Box 311
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:

1989 580K Case Backhoe Serial #JJ0021246

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

TW

RECORD FEE 11.00

RECORD TAX 270.00

POSTAGE .50

RECORDING FEE 110.00

10-27-89

RECORDING FEE

RECORDING FEE

Debtor(s):

Secured Party:

Ferguson Trenching Co., Inc.

Annapolis Banking and Trust Company
(Type Name of Dealership)

By: *Thomas G. McCauley, Jr.* VP

By: *Thomas G. McCauley, Jr.*
(Authorized Signature)

Thomas G. McCauley, Jr., Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

9-BPC

115
210.5

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 439220 (AA Co. Circuit Court)

RECORDED IN LIBER 545 FOLIO 119 ON 8/22/89 (DATE)

1. DEBTOR

Name The Magnet Wire Company
Address 2615 East Hwy. 146, LaGrange, Kentucky 40031

2. SECURED PARTY

Name GLENFED Financial Corporation
Address 104 Carnegie Center, Princeton, New Jersey 08540

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

Termination

The secured party certifies that it no longer claims a security interest in the financing statement bearing the file number shown above.

GLENFED Financial Corporation

Dated 9/11/89

Michael T. Concannon
(Signature of Secured Party)

Michael T. Concannon, V.P.
Type or Print Above Name on Above Line

(Print or Type Name)

(Print or Type Name)

576509 4547LD

547 410

278935

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax, Principal Amount is \$6,734.72
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Wayne Good, T/A Good Architecture

(Name)

309 Third Street

(Address)

Annapolis, Maryland 21403

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn. Samuel Bayne

(Name of Loan Officer)

18 West Street

(Address)

Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral). (attach separate list if necessary)

Computer Equipment

Mac II CX 1MB s/n F9360TP

2MB Memory Kits

GCC 80MB Internal Hard Disk s/n 9001079

E-Machines T-16 Color Monitor M012375

Mac Extended Keyboard



2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Wayne Good, T/A Good Architecture (Seal)

Wayne Good

(Signature)

Wayne L. Good

(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)

(Seal)

(Signature)

(Print or Type Name)

12
99
-8

547 411

278936

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

ROBERT C. HAHN

Mailing Address

909 PT PLEASANT RD.
GLEN BURNIE MD 21061

SECURED PARTY (Dealer)

Chesapeake Mobile Homes Inc.
PO Box 288
Millersville Md 21108

ASSIGNEE (Bank)

THE BANK OF BALTIMORE
(Assignee)

Address: P.O. Box 896
Baltimore, Maryland 21203



1. This financing statement covers the following types (or items) of property (the collateral).

1982 WINDSOR 14X70 SERIAL 14821

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to Assignee named above at the address stated.

DEBTOR:

Robert C Hahn

ROBERT C. HAHN

SECURED PARTY:

BY:

Sat Lloyd

THE BANK OF BALTIMORE

Note: The Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and CHESAPEAKE MOBILE HOMES which has been assigned to The Bank of Baltimore.

1/50

547 412

278907

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here. ☐

This financing statement dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Cunningham Excavating, Inc.
Address P.O. Box 1073 Crownsville, MD 21032

2. SECURED PARTY

Name Morbark North Carolina, Inc.
Address P.O. Box 61097 Raleigh, N.C. 27661
Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
Orix Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

TW

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

Cunningham Excavating, Inc.

James Cunningham
(Signature of Debtor)
Pres James Cunningham
Type or Print Above Name on Above Line Pres

(Signature of Debtor)

Type or Print Above Signature on Above Line

Morbark North Carolina, Inc.

H.D. Smith Pres
(Signature of Secured Party)
H.D. Smith, Pres
Type or Print Above Signature on Above Line

175

* FIRST INTERSTATE CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

TO: Morbark North Carolina, Inc. ("Seller") FROM: Cunningham Excavating, Inc. ("Buyer")
P.O. Box 61097 Raleigh, N.C. 27661 P.O. Box 1073 Crownsville, MD 21032
(Address of Seller) (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks): One (1) Rebuilt Morbark Model 27 Chiparvestor S/N 1671 with One (1) Morbark Model PK1000 Knuckle Boom Loader ** See Schedule "A" attached hereto and made a part hereof for payment schedule.	(1) TIME SALES PRICE	\$ 202,697.20
	(2) Less DOWN PAYMENT in Cash	\$ 20,000.00
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance)	\$ -0-
	(4) CONTRACT PRICE (Time Balance)	\$ 182,697.20
Record Owner of Real Estate:		

*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred eighty two thousand six hundred ninety seven and 20/100 Dollars (\$ 182,697.20) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 20th day of November, 19 89, and continuing on the same date each month thereafter until paid; the first ** installments each being in the amount of \$ ** and the final installment being in the amount of \$ ** with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: October 19, 19 89 BUYER(S)-MAKER(S): (SEAL)
 Accepted: Morbark North Carolina, Inc. (SEAL) Cunningham Excavating, Inc.
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)
 By: H.O. Jones PRES By: James Cunningham (SEAL)
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)
 By: _____
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

© 1988 First Interstate Credit Alliance, Inc.

HCA-L-2XIX(1-75)

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

200. 347 200. 347

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED:

(U.S.) _____ (U.S.)

(Guarantor-Endorser)

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless, that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

(SEAL)

(Witness)

By: _____
(Signature; Title of Officer, "Partner" or "Proprietor")

*Wherever the name First Interstate Credit Alliance, Inc. appears herein, it shall be deemed to mean Orix Credit Alliance, Inc.

547 415
ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to *First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated October 19, 1989, between Morbank North Carolina, Inc. as Seller/Lessor/Mortgagee and Cunningham Excavating, Inc. P.O. Box 1073 Crownsville, MD 21032 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 182,697.20

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 19th day of October, 19 89
Morbank North Carolina, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By H. J. [Signature] PRES.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA L-5A

547 416

278993

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 10-24-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Charles E. Blake Contractors, Inc.

Address 2528 Mountain Road, Suite 201, Pasadena, Md. 21122

2. SECURED PARTY

Name JOHN C. LOUIS COMPANY, INC.

Address 1805 Cherry Hill Road

Baltimore, Maryland 21230

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) Melroe Bobcat Loader Model 743 S/N 5019-48765

(1) Beck Trailer Model EL19 S/N 44BH67022KL004416

60" Bucket w/teeth and Flotation Tires

THIS COVERS A CONDITIONAL SALES CONTRACT.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

ASSIGNEE

Clark Credit Company
500 Circle Drive
Buchanan, Michigan 49107

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

x Charles E. Blake
(Signature of Debtor)

Charles E. Blake, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JOHN C. LOUIS COMPANY, INC.

Wilmer S. Davison
(Signature of Secured Party)

Wilmer S. Davison, President

Type or Print Above Name on Above Line

11/5

547 417

78939

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Die-A-Matic, Inc.Address 101B Holsum Way, Glen Burnie, MD 21061

2. SECURED PARTY

Name RG Industries, Inc.Address 258 W. Market Street, York, PA 17401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ALL DEBTOR'S, RIGHTS, TITLE, AND INTERESTS, WHETHER NOW OR HEREINAFTER ACQUIRED OR REQUIRED, IN AND TO HIS INVENTORY (TANGIBLE AND INTANGIBLE), FURNISHINGS, EQUIPMENT, IN CLIMATE, OPEN ACCOUNTS, GENERAL INTANGIBLES, DOCUMENTS, CHITTEL, FILES, INSTRUMENTS, NOTES, DRAFTS, LETTERS OF CREDIT, RECEIVABLES, OTHER RIGHTS, CLAIMS, AND NON-PHYSICAL PROPERTY, INCLUDING INTELLECTUAL PROPERTY AND PROCEEDS OF THE FOREGOING AND ALL BENEFITS, CLAIMS, RIGHTS, REMEDIES AND PREVIOUSLY SPENDING RIGHTS.

* ALL INFORMATION REQUIRED BY UCC-1 *

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

101B Holsum Way, Glen Burnie, MD 21061

Book _____ Page _____ for Anne Arundel County

☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

Die-A-Matic, Inc.

Randall A. Gross
(Signature of Debtor)

Randall A. Gross-President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RG Industries, Inc.

X Randall A. Gross
(Signature of Secured Party)

Randall A. Gross/President

Type or Print Above Name on Above Line

1/5

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279000

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mid-Atlantic Instrumentation, Inc.
Address 101A Holsum Way, Glen Burnie, MD 21061

2. SECURED PARTY

Name RG Industries, Inc.
Address 258 W. Market Street, York, PA 17401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ALL DEBTOR'S, RIGHT, TITLE, AND INTEREST, WHETHER NOW OR HEREAFTER EXISTING OR ACQUIRED, IN AND TO ALL INVENTORY (INCLUDING RETURNED OR REPOSSESSED GOODS), ACCOUNTS, OPEN ACCOUNTS, GENERAL INTANGIBLES, DOCUMENTS, CHATTEL PAPER, INSTRUMENTS, NOTES, DRAFTS, LETTERS OR ADVICES OR CREDIT, RECEIVABLES, OTHER AMOUNTS OWING TO DEBTOR, FIXTURES AND EQUIPMENT, ALL PRODUCTS AND CASH AND NON-CASH PROCEEDS (INCLUDING INSURANCE POLICIES AND PROCEEDS) OF THE FOREGOING AND ALL WARRANTIES, CLAIMS, RIGHTS, REMEDIES AND PRIVILEGES RELATING THERE TO.

NOT SUBJECT TO RECORDATION TAX

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

101A Holsum Way, Glen Burnie, MD 21061
Book _____ Page _____ for Anne Arundel County

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Mid-Atlantic Instrumentation, Inc.

Randall A. Gross
(Signature of Debtor)
Randall A. Gross-President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RG Industries, Inc.

Randall A. Gross
(Signature of Secured Party)
Randall A. Gross-President

Type or Print Above Name on Above Line

1/5

AR 130

STATE OF MARYLAND

5012

FINANCING STATEMENT FORM UCC-1

547-419

278330

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ARINC RESEARCH CORPORATION

Address 2551 RIVA ROAD ANNAPOLIS, MD 21401

2. SECURED PARTY

Name ARBOR FINANCIAL SERVICES, INC.

Address 2006 HOGBACK ROAD, SUITE #7 ANN ARBOR, MI 48105

Person And Address To Whom Statement Is To Be Returned If Different From Above.

ARBOR FINANCIAL SERVICES, INC.
2006 Hogback Rd., Suite #7---Ann Arbor, MI 48105

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

2 (TWO) INTEL ABOVE BOARD MEMORY UPGRADE KITS

Name and address of Assignee

TW

"This transaction is a lease on equipment complete with all present and future attachments, accessories, replacements, equipment, additions, all proceeds thereof, and is not intended by the parties as a security transaction. Filing is only intended to make the lease a matter of public record."

Lease # 5012

"NOT SUBJECT TO RECORDATION TAX"

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

X *W. A. Kiehl*

Manager, Purchasing--Contracts

(Signature of Debtor) W.A. Kiehl

ARINC RESEARCH CORPORATION

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Robert A. Shaw
ROBERT A. SHAW, PRESIDENT
ARBOR FINANCIAL SERVICES, INC.

Type or Print Above Signature on Above Line

1150

RECORD FEE 11.50
#494220 0177 R03 110:21
10/27/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
POSTAGE .50
#494230 0177 R03 110:21
10/27/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records.
do not indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here. ☐

This financing statement dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Anderson, Henry S. T/A AR & B Construction

Address 1710 St. Margarets Road Annapolis, MD 21401

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address Defense Hwy. 450 & 178 Annapolis, MD 21401

Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
Orix Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

RECORD FEE 14.00
POSTAGE .50
#494260 0777 R03 110424
10/27/89

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Henry S. Anderson T/A AR & B Construction

Henry S. Anderson T/A AR & B Construction
(Signature of Debtor)

Henry S. Anderson T/A AR & B Construction
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

[Signature]
(Signature of Secured Party)

Therese H. Funn
Type or Print Above Signature on Above Line

1950

CONDITIONAL SALE CONTRACT NOTE

TO: Baldwin Service Center, Inc.
(Seller)FROM: Henry S. Anderson T/A AR & B Construction
(Buyer)Defense Hwy. 450 & 178 Annapolis, MD 21401
(Address of Seller)1710 St. Margarets Road Annapolis, MD 21401
(Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):
One (1) JCB Model 3CX Sitemaster Loader Backhoe S/N 342400

(1) TIME SALES PRICE \$ 55,451.00

(2) Less DOWN PAYMENT in Cash \$ 5,600.00

(3) Less DOWN PAYMENT IN GOODS
*(Trade-In Allowance) \$ -0-

(4) CONTRACT PRICE (Time Balance) \$ 49,851.00

Record Owner of Real Estate:

*Wherever the name First Interstate Credit Alliance, Inc. appears herein, it shall be deemed to mean Orix Credit Alliance, Inc.

*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

1710 St. Margarets Road
(Street and Number)Annapolis
(City)Anne Arundel
(County)Maryland
(State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Forty nine thousand eight hundred fifty one and 00/100***** Dollars (\$ 49,851.00) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 23rd day of November, 19 89, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 1,384.75 and the final installment being in the amount of \$ 1,384.75 with interest from the date hereof on the unpaid amount of said time

balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: October 20, 19 89

BUYER(S)-MAKER(S):

Accepted: Baldwin Service Center, Inc.
(Print Name of Seller Here)Henry S. Anderson T/A AR & B Construction
(Print Name of Buyer-Maker Here)By: Henry S. Anderson
(Signature)By: Henry S. Anderson
(Signature)

Co-Buyer-Maker:

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM, NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(L.S.)

(L.S.)

(Guarantor-Endorser)

(Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: October 20, 1989

Baldwin Service Center, Inc. (SEAL)

(Corporate, Partnership or Trade Name or Individual Signature)

Signature of Seller

By:

(Signature, Title of Officer, "Partner" or "Proprietor")

(Witness)

547 423

STATE OF MARYLAND

278992

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wentz, Robert T/A Bowen & Wentz Excavating

Address 1417 Bayhead Rd. Annapolis, MD 21401

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address Defense Hwy. 450 & 178 Annapolis, MD 21401

Orix Credit Alliance, Inc. 500 DiGiulian Blvd. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached security Agreement &/or Schedule are being submitted for filing with as a financing statement."

ASSIGNEE OF THE SECURED PARTY

Orix Credit Alliance, Inc.
500 DiGiulian Blvd.
P.O. Box 1680
Glen Burnie, MD 21061

RECORD FEE 14.00
POSTAGE .50
#494270 CTTT R03 110:25
10/27/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Robert Wentz T/A Bowen & Wentz Excavating

Robert Wentz
(Signature of Debtor)

ROBERT-WENTZ EXCAVATING
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

[Signature]
(Signature of Secured Party)

Use U. Fink

Type or Print Above Signature on Above Line

1450

FIRST INTERSTATE CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

TO: Baldwin Service Center, Inc. FROM: Robert Wentz T/A Bowen & Wentz Excavating
(Seller) ("Buyer")
Defense Hwy. 450 & 178 Annapolis, MD 21401 1417 Bayhead Rd. Annapolis, MD 21401
(Address of Seller) (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):
One (1) New JCB Model 1400 Backhoe S/N 343927 w/cab and extend-a-hoe
*Wherever the name First Interstate Credit Alliance, Inc. * appears herein, it shall be deemed to mean Orix Credit Alliance, Inc.
**Except that there shall be no payments made during the month of December in the year 1989, and the months of January, February, and December of the years 1990, 1991, 1992, and 1993, and the months of January and February of the year 1994
*Description of any Trade-In:

(1) TIME SALES PRICE	\$ 56,638.00
(2) Less DOWN PAYMENT In Cash	\$ -0-
(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance)	\$ 7,800.00
(4) CONTRACT PRICE (Time Balance)	\$ 48,838.00

Record Owner of Real Estate:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

1417 Bayhead Rd. Annapolis Anne Arundel MD
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Forty nine thousand one hundred seventy eight and 25/100 Dollars (\$ 49,178.25) being the above indicated Contract Price (hereinafter called the "time balance") in 45 ~~XXXXXXX~~ monthly installments, commencing on the 23rd day of November 1989, and continuing on the same date each month thereafter until paid; the first 44 installments each being in the amount of \$ 1,092.85 and the final installment being in the amount of \$ 1,092.85 with interest from the date hereof on the unpaid amount of said time

balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment, endorsement of this contract note, and upon such assignment, endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: October 20, 19 89 BUYER(S)-MAKER(S):
Accepted: Baldwin Service Center, Inc. (SEAL) Robert Wentz T/A Bowen & Wentz Excavating (SEAL)
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)
By: [Signature] Secy-Treas. By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature) Co-Buyer-Maker: (SEAL)
(Print Name of Co-Buyer-Maker Here)
By: _____
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

© 1988 First Interstate Credit Alliance, Inc.

FICA-L-2XD(1-75)

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and, or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(Guarantor-Endorser) (L.S.) (Guarantor-Endorser) (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York. Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: October 20, 19 89

Baldwin Service Center, Inc. (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)

Signature
of
Seller

By: [Signature]
(Signature, Title of Officer, "Partner" or "Proprietor")

(Witness)

Anne Arundel County, MD
FINANCING STATEMENT

☐ Not subject to recordation tax
☒ Subject to recordation tax on 2,000
principal amount of \$.....

547-426

1. Name of Debtor(s): Sajar, Inc.
Address: 118 Main St.
Annapolis, MD 21401

278993

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Coleridge Road
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:
Equipment All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever.

Inventory All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including, without limitation, raw materials, work in process or finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever.

Accounts All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

Furniture, Fixtures and Leasehold Improvements.

4. Check the statements which apply, if any, and supply the information indicated. All of the Furniture, Fixtures and Leasehold Improvements of the Debtor, of every type and description, wherever located, including all present and future replacements, substitutions, additions, attachments and accessions, and the proceeds and products thereof in any form whatsoever.

☐ (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable, type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE 1.00
449429 CITY AND 110426
10/27/89
H. ERLE SCHAFER
HA CO. CIRCUIT COURT



☒ Proceeds of the collateral are also covered.

☒ Products of the collateral are also covered.

Debtor(s): Sajar, Inc.

Ronald H. Reis
.....
Ronald H. Reis, VP
.....

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: C. Alan Jefferson
C. Alan Jefferson, Sr. Br. Officer
.....
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

150
1950

547 427

SCHEDULE

Furniture, Fixtures and Leasehold Improvements. All of the Furniture, Fixtures and Leasehold Improvements of the Debtor, of every type and description, wherever located, including all present and future replacements, substitutions, additions, attachments and accessions, and the proceeds and products thereof in any form whatsoever.

RR

547 428

278994

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$350,000.00If this statement is to be recorded in land records check here. ☐This financing statement Dated October 6, 1989 is presented to a filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dixie Printing and Packaging CorporationAddress P.O. Box 820, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Mercantile Safe Deposit & Trust CompanyAddress 2 Hopkins Plaza, 2nd Floor, Baltimore, Maryland 21201Mark G. Pohlhaus, Vice President

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property; (list)

All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures and other personal property of the Debtor together with all parts, accessories, attachments, additions, substitutions and all replacements thereof, now or hereafter installed in, affixed to or used in connection therewith.



RECORD FEE 11.00
RECORD TAX 24.50
RECORD TAX 2425.20
POSTAGE .50

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) 1177 RD 11012710/21/89☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)H. ERLE SCHAFERAR CO. CIRCUIT COURT

RECORD TAX .50

1177 RD 11012710/21/89H. ERLE SCHAFERAR CO. CIRCUIT COURT☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Dixie Printing and Packaging Corp.Arthur N. Morris, III

(Signature of Debtor)

Arthur N. Morris, III, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mercantile Safe Deposit & Trust Co.

(Signature of Secured Party)

Mark G. Pohlhaus, Vice President

Type or Print Above Signature on Above Line

Mercantile Safe Deposit & Trust Co.
2 Hopkins Plaza
Commercial Loan Dept., 5th Floor
Baltimore, Md. 21201
ATTN: Esther Dalton

11
2450
50

STATE OF MARYLAND

517 429

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272844RECORDED IN LIBER 527 FOLIO 39 ON May 17, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corp.Address The Steffey Bldg., Ste. 200-B, 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATIONAddress 7711 Quarterfield RoadGlen Burnie, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒ **XXX**
(Indicate whether amendment, termination, etc.)

TERMINATION

SEE ATTACHED EQUIPMENT LIST.....

RECORD FEE 10.00
POSTAGE 1.00
SALES TAX 1.00
TOTAL 12.00
M. ERLE SENAPER
AN SOL CIRCUIT COURT

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated October 18, 1989

Susan L. Thompson
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

Anne Arundel County

1550

1375
PART #2

547-430

EQUIPMENT LIST

- (1) National 556A Diesel Crane 100' of boom (VIN) W90KUC39271 #13151955
- (1) '77 GMC 16' Van/Dump Body Diesel (VIN) TCE677V573456 #11784301
- (1) '74 Dodge Van Long Body (VIN) B38BE4x105422 #4694907
- (1) '80 Chevy Pickup/Dump Body 3/4 ton (VIN) CKT24A1128004 #83995810
- (1) '77 VW Rabbit 4/door Diesel (VIN) 1773429115 #118066735
- (1) '86 Brush Bandit Chipper w/diesel engine (679) s/n 44167255
- (1) '76 Asplund Brush Chipper (F300)
- (1) 2460 Vermeer Stump Grinder (329a)
- (1) 630a Vermeer Stump Grinder (2655)
- (1) LS200 Vermeer Long Splitter (1401)
- (1) 064 Stihl Chain Saw w/25" bar
- (3) 051 Stihl Chain Saws w/24" bars
- (4) 44 Husqueverna Chain Saws w/14" bars
- (5) XL Polan Chain Saws w/14" bars
- (1) Gravely Tractor (16HP) (L783406818)
- (1) Otis Fork Truck 2000 lbs (L1887889-87514)
- (1) 4000 lbs Tow Motor - T40 model
- (1) 33' Tri/Axle Flatbed Trailer (VIN) AC125792MD #8050671

STATE OF MARYLAND

547-431

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252612RECORDED IN LIBER 474 FOLIO 534 ON July 18, 1984 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, Md 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan AssociationAddress 7711 Quarterfield RoadGlen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

Termination

SEE ATTACHED EQUIPMENT LIST.....

Dated October 17, 1989

Irvington Federal Savings & Loan Assn

(Signature of Secured Party)

Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

A.A. COUNTY

1088
1148RS

547 432

EQUIPMENT

- 1 (One) Contractor I Estimating Computer System S/N 1713 with
- 1 (One) Centronics Printer
- 1 (One) Custom Keyboard S/N 2497
- 1 (One) Standard Keyboard S/N 2766

STATE OF MARYLAND

547-433

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255218RECORDED IN LIBER 481 FOLIO 412 ON Jan. 15, 1984 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, Md 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan AssociationAddress 7711 Quarterfield RoadGlen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

Termination

SEE ATTACHED EQUIPMENT LIST.....

Dated October 17, 1989

Anne Arundel County

Irvington Federal Savings & Loan Assn

Susan L. Thompson
(Signature of Secured Party)
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

547 434

Equipment

1 (One) Bidmaster L. Estimating System S/N 72496 with

1 (One) Estimating Terminal II S/N T01118

1 (One) Overly Keyboard S/N 3807

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254760RECORDED IN LIBER 480 FOLIO 123 ON Nov. 30, 1984 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, Md 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association
Address 7711 Quarterfield Road
Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (If any)

CHECK ☒ FORM OF STATEMENTA. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: ☒
(Indicate whether amendment, termination, etc.)

Termination

SEE ATTACHED EQUIPMENT LIST.....

Dated October 18, 1989

Irvington Federal Savings & Loan Assn

Susan L. Thompson
(Signature of Secured Party)
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

Anne Arundel County

547 436

EQUIPMENT

- 1 (One) Bidmaster I Estimating System S/N 71537 with
- 1 (One) Terminal S/N T01068
- 1 (One) Overlay Keyboard S/N 3734
- 1 (One) Okidata 84 Printer S/N 42-154821

STATE OF MARYLAND

547 437

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257684RECORDED IN LIBER 487 FOLIO 442 ON Jul 30, 1985 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, Md 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association
Address 7711 Quarterfield Road
Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (If any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

Termination

SEE ATTACHED EQUIPMENT LIST.....

Dated October 17, 1989

Anne Arundel County

Irvington Federal Savings & Loan Assn

Susan L. Thompson
(Signature of Secured Party)
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

1149
VAUGHAN 2

547 438

EQUIPMENT..

- 1 (One) Bidmaster 4 Estimating Computer System S/N 184371
- 1 (One) Estimating II Terminal S/N T23861

STATE OF MARYLAND

517 439

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255219

RECORDED IN LIBER 481 FOLIO 413 ON Jan. 15, 1984 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, Md 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association
Address 7711 Quarterfield Road
Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>
<p>SEE ATTACHED EQUIPMENT LIST.....</p>	

TW

Dated October 17, 1989

Irvington Federal Savings & Loan Assn

Susan L. Thompson
(Signature of Secured Party)
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

Anne Arundel Co.

10

1116
VAUGHAN'S #1

547 440

EQUIPMENT

- 1 (One) Bidmaster I Estimating System S/N 77074
- 2 (Two) Estimating II Terminals S/N 3913B, 3891B
- 2 (Two) Overlay Keyboards S/N 3913B, 3891B
- 1 (One) Okidata 84 Printer S/N 154986

CROSS INDEXED IN LAND RECORDS

547 441

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 436

Page No. 238

Identification No. 237407

Dated 4/13/81

1. Debtor(s) { Michael & Beverly Rhodes
Name or Names—Print or Type
54 Forrestdale Rd, AA Co, Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party

{ Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Dated: 10/18/89

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Return to:

Brown & Brown Chartered
8501 LaSalle Rd.
Towson, Md. 21204
#354-89 RHODES

TW

RECORD FILE 10/18/89
POSTAGE 5.00
POSTAGE 4.00
RENTAL UNIT NO. 10/18/89
10/18/89
H. J. ALTHEUSE
AA CO. 10/18/89

158309482

517 442

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277473

RECORDED IN LIBER 541 FOLIO 570 ON 05-26-89 (DATE)

1. DEBTOR

Name RICHARD LOMAX
Address 1401 FOREST DRIVE, ANNAPOLIS, MARYLAND 21043

2. SECURED PARTY

Name JOHN DEERE INDUSTRIAL EQUIPMENT
Address P.O. BOX 65090, WET DES MOINES, IOWA 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: AMENDMENT ☒
(Indicate whether amendment, termination, etc.)

SHOULD BE: Secured Party
JOHN DEERE COMPANY
P.O. BOX 65090
WEST DES MOINES, IOWA 50265-0090

TW

Dated 10-04-89


Donald W. Williams
(Signature of Secured Party)

DONALD W. WILLIAMS

Type or Print Above Name on Above Line

547-443

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Gould, Inc. 6711 Baymeadow Drive Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Hewlett-Packard Company Finance & Remarketing Div. 972 E. Arques Avenue Sunnyvale, CA 94086	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) 
--	---	--

4. This statement refers to original Financing Statement bearing File No. 25046 494-519
Filed with Anne Arundel County Date Filed 2-11 1986

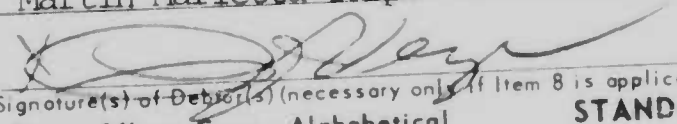
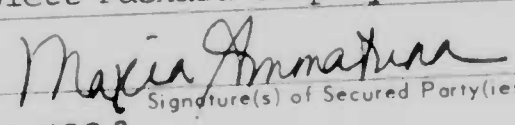
5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☒ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Change debtor name to Martin Marietta Corp. located at 6711 Baymeadow Drive,
Glen Burnie, MD 21061

4144-81379

No. of additional Sheets presented:

Martin Marietta Corp. Hewlett-Packard Company

By:  By: 
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3

547 444

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Gould, Inc.
6711 Baymeadow Drive
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)

Hewlett-Packard Company
Finance & Remarketing Div.
972 E. Arques Avenue
Sunnyvale, CA 94086

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 06408

Filed with Anne Arundel County

Date Filed

5-7

1986

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☒ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

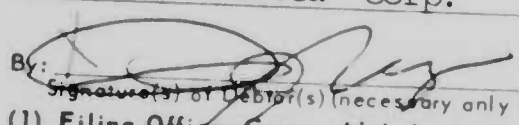
Change debtor name to Martin Marietta Corp. located at 6711 Baymeadow Drive,
Glen Burnie, MD 21061

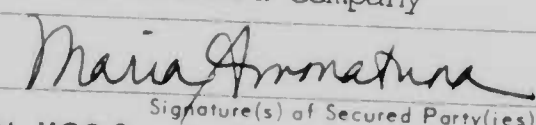
4144-81217

No. of additional Sheets presented:

Martin Marietta Corp.

Hewlett-Packard Company

By: 
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).


By: 
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

278955

547 445

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any)
1 Debtor(s) (Last Name First) and address(es) HEBRON WILBERT 7400 RACE ROAD HANOVER, MARYLAND 21076	2 Secured Party(ies) and address(es) WASHINGTON FREIGHTLINER, INC. 201 RITCHIE ROAD CAPITOL HEIGHTS, MARYLAND 20743	For Filing Officer (Date, Time, Number, and Filing Office) 
4 This financing statement covers the following types of property: 1989 WESTERN STAR 4964F 2WLPCCJF9KK926003 1989 R/s Dump Body 89050848 "Document not subject to recordation tax-conditional sales contract signed by Debtor"		5 Assignee(s) of Secured Party and Address(es) ASSOCIATES COMMERCIAL CORP 1801 MCCORMICK DRIVE LANDOVER, MARYLAND 20785
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected Check <input checked="" type="checkbox"/> if covered <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered. No. of additional sheets presented		Filed with: Anne Arundel
By: <u>WILBERT HEBRON</u> <u>Wilbert Hebron</u> Signature(s) of Debtor(s)		By: <u>FOR WASHINGTON FREIGHTLINER, INC.</u> <u>[Signature]</u> Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

547 446

778996

Debtor or Assignor Form

FINANCING STATEMENT

☒ Not subject to Recordation Tax

☐ To be Recorded in Land Records (For Fixtures Only).

☐ Subject to Recordation Tax; Principal

Amount is \$

Name of Debtor

Address

Nighttime Pediatrics of Annapolis, Inc.

2772 Rutland Road
Davidsonville, MD 21035

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND – 5 Church Circle, Annapolis, Md.

Attach separate
list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

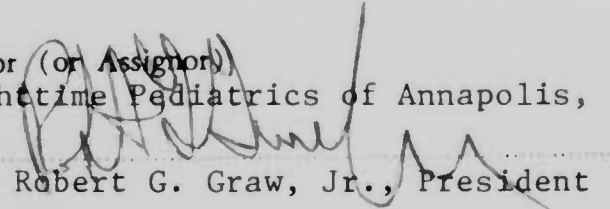
All accounts, inventory, leasehold improvements, furniture, fixtures and equipment now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such accounts, inventory, leasehold improvements, furniture, fixtures and equipment.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. ☒ Proceeds } of the collateral are also specifically covered.
☐ Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
Nighttime Pediatrics of Annapolis, Inc.

BY: 
Robert G. Graw, Jr., President

Secured Party (or Assignee)

**FARMERS NATIONAL
BANK OF MARYLAND**

BY 

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401



RECORD FEE 11.00

POSTAGE .50

NOV 11 1989

10/27/89

H. C. LEE JUNIOR

44 CH. CIRCLE COURT

517 447
STATE OF MARYLAND

278007

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 48,000.00

If this statement is to be recorded in land records check here. ☐

Recordation tax paid to Anne Arundel County in the amount of \$336.00.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Boyce, Loretta J.
Address 138 Cottage Grove Rd. Pasadena, MD 21122

2. SECURED PARTY

Name Orix Credit Alliance, Inc.
Address 500 DiGiulian Blvd. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)
Loretta J. Boyce

Loretta J. Boyce
(Signature of Debtor)

Loretta J. Boyce, owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

Robert Heeney
(Signature of Secured Party)
ROBERT HEENEY, ASST. VICE PRES.

Type or Print Above Signature on Above Line



Orix Credit Alliance, Inc.

XX
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 19th day of October, 1989 by and between
Loretta J. Boyce, having her principal place of business at
138 Cottage Grove Rd. Pasadena, MD 21122

"Mortgagor" and Orix Credit Alliance, Inc.

"Mortgagee"

WITNESSETH

1 To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2 The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee; the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4 If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right, to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagee agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York. Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5 If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6 Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging to or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate; however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Loretta J. Boyce

Mortgagor

(Seal)

Secretary

By

(Title)

STATE OF Maryland
COUNTY OF Anne Arundel

} ss

Loretta J. Boyce

being duly sworn, deposes and says:

1. He is the Owner of
(hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to Orix Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____

day of _____, 19 _____

NOTARY PUBLIC

STATE OF _____ COUNTY OF _____ SS

I, _____ a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19 _____, in (Place) _____ in said County, before me personally appeared _____ to me personally well known.

(For Individual)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)

and known as and to be a member of the partnership of _____

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)

NOTARY PUBLIC
CA 1 & 7 77)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278998

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 10/18/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kurt E. Muller

Address 244 Old Mill Bottom Road, Annapolis, MD 21401 (Anne Arundel Co.)

2. SECURED PARTY

Name Vernon E. Stup Co.

Address P.O. Box 3598, Frederick, MD 21701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 New Case 1840 Uniloder
S/N - JAF0046028

Name and address of Assignee

J. I. Case Credit Corp.
P. O. Box 292
Racine, WI 53401

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Kurt E. Muller

(Signature of Debtor)

Kurt E. Muller

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

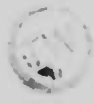
Dwayne V. Stup

(Signature of Secured Party)

Dwayne V. Stup

Type or Print Above Signature on Above Line

547-452

This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented (If Any)	3. Maturity Date (if any)
1. Debtor(s) (Last Name First) and Address(es)	2. Secured Party(ies) and Address(es)		 For Filing Officer (Date, Time, Number, and Filing Office)
Hoffman-Green Leasing, Inc. 7965 Ritchie Highway Glen Burnie, Maryland 21061	General Motors Acceptance Corp. 7310 Ritchie Highway Glen Burnie, Maryland 21061		
This statement refers to original Financing Statement No. 107372 Date Filed NOV. 21, 19 69 Liber # 170 Page # 262			
4. <input type="checkbox"/> Continuation - The original Financing Statement bearing file number shown above, is still effective.			
5. <input type="checkbox"/> Termination - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above.			
6. <input type="checkbox"/> Assignment - The secured party's right under the Financing Statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.			
7. <input checked="" type="checkbox"/> Amendment - Financing Statement bearing file number shown above is amended as set forth in Item 9.			
8. <input type="checkbox"/> Release - Secured party releases only the collateral described in Item 9 from the Financing Statement bearing file number shown above.			
9. Debtor address correction: 6913 Ritchie Highway Glen Burnie, Maryland 21061			
Hoffman-Green Leasing, Inc.		General Motors Acceptance Corporation	
By: Maury Wilkins	By: Janice I. Greenholt		
SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)		SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD	
(1) FILING OFFICER COPY - ALPHABETICAL		Janice I. Greenholt	
GMAC UCC-3 7-89		10 SC	

547 453
STATE OF MARYLAND

278939

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated August 8, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name General Elevator Company, Incorporated

Address 601 Nursery Road, Linthicum Heights, MD. 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Highway, Suite 106, Annapolis, MD. 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) H25HFA51B4AN Motorola #F673 MTX900 Eagle 2 Way
Radio S/N #673APN0741

One (1) NTN4633B Motorola #F653 Rapid SNG CHGR

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY.

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

David L. B. Mis Director
(Signature of Debtor)

David Quaranta Mis Director
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas P. Myers
(Signature of Secured Party)

THOMAS P. MYERS
Type or Print Above Signature on Above Line

1180

547-454

279000

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐This financing statement Dated October 2, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR 6723

Name General Elevator Company, IncorporatedAddress 601 Nursery Road Linthicum Heights, MD 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.Address 133 Defense Hwy., Suite 106 Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

See Exhibit "A" attached hereto and made a part hereof

CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY

☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Robert Gentry Controller
(Signature of Debtor)Robert Gentry Controller
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas F. Myers Treasurer
(Signature of Secured Party)Thomas F. Myers
Type or Print Above Signature on Above Line

11/50

547 455

EXHIBIT A

Description of Equipment

One (1) C2.25.4 80386 25MHZ 4 MEG 256 Cache
One (1) K Omnikey 102 Keyboard
One (1) Power Power Case Option
One (1) H1654 150 MB ESDI Drive w/control
One (1) D16S 16" VGA Monitor w/1024 card
One (1) FD1.2A 1.2M Floppy 5.25 install A
One (1) FD1.44B 1.44 Floppy 3.5" install B
One (1) C0325 80387 25 MHZ Coprocessor
One (1) MS4 MSDOS 4.01 + Basic Pack

General Elevator Company, Incorporated
Type Full Legal Company Name

Robert Gentry
Signature

Robert Gentry
Print Name

Controller
Title

October 2, 1989
Date

FORM NO 3003060785

547 456

279001

2422

REC'D. 10/13/89

MARYLAND FINANCING STATEMENT

UCC-1

- ☒ Not Subject to Recordation Tax - Conditional Sales Contract
☐ Recordation Tax of \$_____ on _____
Principal Amount of \$_____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer

File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: A.A. Recycle & Sand, Inc.
(Name or Names)
P.O. Box 412 Linthicum Heights, Maryland 21090
(Address)
- DEBTOR: _____
(Name or Names)

(Address)
2. SECURED PARTY: Elliott & Frantz, Inc.
(Name or Names)
10421 Guilford Road Jessup, Maryland 20794
(Address)
3. ASSIGNEE (if any)
of SECURED PARTY: Signet Bank/Maryland
(Name or Names)
P.O. Box 22497 Baltimore, Maryland 21203
(Address)

4. This Financing Statement covers the following types (or items) of property:

One (1) 1988 Fiat Allis Model FR35 Wheel Loader, S/N 461100302

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT
SELLER IS SECURED PARTY

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes ☒ No ☐
Products of Collateral are also covered: Yes ☐ No ☒

DEBTOR(S):

A.A. RECYCLE & SAND, INC.
By: William H. DePauw Pres.
(Type or print name of person signing)

By: _____
(Title)
(Type or print name of person signing)

SECURED PARTY:

ELLIOTT & FRANTZ, INC.
By: Robert L. Schaeffer VP
(Type or print name of person signing)

Return To: Signet Bank/Maryland
P.O. Box 22497 Baltimore, Maryland 21203

547 457

279012

FINANCING STATEMENT

1. ☐ To be recorded in the Land Records.
2. ☒ To be recorded among the Financing Statement Records.
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 5,675.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County.

5. Debtor(s) Name(s) Address(es)
Three-A-Foot, Inc. c/o Athlete's Foot, Annapolis Mall
T/A Athlete's Foot Annapolis, Maryland 21401
Boca Enterprises, Incorporated c/o Athlete's Foot, The Mall In Columbia
T/A Athlete's Foot Columbia, Maryland 21044

6. Secured Party Address
Equitable Bank, National Association 100 S. Charles Street
Attention: Karl Maevers Baltimore, Maryland 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

☒ F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

Debtors Three-A-Foot, Inc. Boca Enterprises, Incorporated
T/A Athlete's Foot T/A Athlete's Foot
By: Robert Bridges, President (Seal) By: Robert Bridges, President (Seal)
By: Gary Lidard, Secretary/Treasurer (Seal) (Seal)

Mr. Clerk, Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

135
92.50

547 458

SCHEDULE A

This Schedule A is attached to and made part of a Financing Statement by and between Equitable Bank, N.A and Three-A-Foot, Inc. T/A Athlete's Foot and Boca Enterprises, Incorporated T/A Athlete's Foot

F. Specific Equipment and Fixtures (Continued)

One (1) IBM PS/2 Model 50-031, Serial Number 72-7081864

Irwin 725 Tape Cartridge, Serial Number A0004445

IBM Monitor - 8503-001, Serial Number 0524835

Telxon, Serial Number 795180

Racal Vadic Modem, Serial Number 8H78823001

Okidata 321 Printer, Serial Number 812B00602044

Three-A-Foot, Inc.
T/A Athlete's Foot

By: Robert A. Bridges
Robert Bridges, President

By: Gary M. Lidard
Gary Lidard, Secretary/Treasurer

Boca Enterprises, Incorporated
T/A Athlete's Foot

By: Robert A. Bridges
Robert Bridges, President

547-459

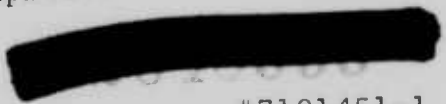



This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:


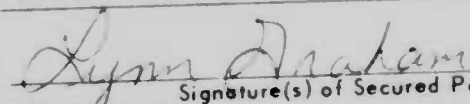
1. Debtor(s) (Last Name First) and address(es) Mannco, Inc. 7700-H Port Capitol Drive Baltimore, MD 21227	2. Secured Party(ies) and address(es) Circle Business Credit, Inc. 5775 Peachtree-Dunwoody Road Suite 440-G Atlanta, GA 30342	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
--	---	---

4. This statement refers to original Financing Statement bearing File No. Book #540/Page#301
#277045
Filed with Anne Arundel Co. - MD Date Filed April 20, 19 89

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☒ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Please amend the filing to add the following equipment:
Six (6) Hat Frame Sets with Standard Accessories 
#7101451-1 1bg

Recordation Tax in the Amount of \$357.00 was paid to 
Anne Arundel Co., MD. No. of additional Sheets presented: -0-

Mannco, Inc. Circle Business Credit, Inc.
By:  By: 
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). Signature(s) of Secured Party(ies)
(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

11/5

547 460

279033

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

MMGI Rent-A-Car, Inc.
7220 Wisconsin Avenue
Bethesda, MD 20814

2 Secured Party(ies) and address(es)

General Motors Acceptance
Corporation
6101 Executive Boulevard
Rockville, MD 20852

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

Motor vehicles, trailers and semi-trailers; and accessories
and the replacement parts for any of these; and general
intangibles, contract rights, chattel paper, accounts
and assignments of accounts including, but not limited
to, those arising out of the sale or lease thereof,
including rents receivable under leases and rental
agreements.

(Not subject to recordation tax)

ASSIGNEE OF SECURED PARTY

Name

Address

Check ☒ if covered:

☒ Proceeds are also covered

☐ Products of Collateral are also covered

No. of additional Sheets presented:

MMGI RENT-A-CAR, INC.

By

Signature(s) of Debtor(s)

GENERAL MOTORS ACCEPTANCE CORPORATION

By

Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL

GMAC UCC-1 4/83

11-

547 461

279004

CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here ☐

This financing statement Dated 10-17-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CORMAN CONSTRUCTIONAddress 12001 GULIFORD ROAD, ANNAPOLIS JUNCTION, MD. 20701

2. SECURED PARTY

Name GARDINER EQUIPMENT CO., INC.Address P.O. BOX 37WALDORF, MARYLAND 20604-0037

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 NEW JOHN DEERE 450G CRAWLER DOZER S/N 759001

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

Roy Corman
 (Signature of Debtor)

CORMAN CONSTRUCTION
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

GARDINER EQUIPMENT CO., INC.
 P.O. BOX 37
 WALDORF, MARYLAND 20604-0037

Donald W. Williams
 (Signature of Secured Party)

Donald W. Williams
 Type or Print Above Signature on Above Line

172

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 547 462 279005
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jacom Computer Services, Inc.

Address 207 Washington Street, Northvale, NJ 07647-0947

2. SECURED PARTY

Name EL CAMINO RESOURCES, LTD.

Address 8550 Balboa Blvd. Suite 140

Northridge, CA 91325

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
Master Equipment Lease No. 320, Equipment Lease Schedule No. 04 between Debtor as Lessee and Secured Party as Lessor for the equipment described herein. This financing statement is filed solely for notice purposes and without prejudice to the underlying agreement which the parties thereto intend to be a true lease and not in the nature of a security interest. Debtor has no right to sell or transfer without Secured Party's consent. Proceeds of collateral are also covered.

Name and address of Assignee

See attached for equipment location and equipment.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

John Alzano, President
(Signature of Debtor)

Jacom Computer Services, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Julie A. Sporny
(Signature of Secured Party)

EL CAMINO RESOURCES, LTD. Leasing Manager
Type or Print Above Signature on Above Line

1/5

517-463

EXECUTED
COUNTERPART

SCHEDULE # 04
TO MASTER LEASE NO. 320

Schedule dated as of February 14, 1989

Lessee:

Jacom Computer Services, Inc.
207 Washington Street
Northvale, NJ 07647-0947

Location:

S.C.M.
3901 Glidden Road
Baltimore, MD 21226

A. EQUIPMENT LEASED

<u>Item No.</u>	<u>Qty.</u>	<u>Mfg/Type Model/Feature</u>	<u>Description</u>		<u>Monthly Rental</u>
1.	(1)	IBM 3083-EXO	CPU	SN. <u>23826</u>	
2.	(1)	IBM 3082-X08	Controller	SN. <u>23826</u>	
3.	(1)	IBM 3087-001	Coolant Unit	SN. <u>24195</u>	
4.	(1)	IBM 3278-A02 w/4641	Console	SN. <u>384Y5</u>	
5.	(1)	IBM 3081-EXO-EXI	Upgrade	SN. <u>N/A</u>	

547 461

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 258730 recorded in
Liber 490, Folio 339 on 10/3/85 at Anne Arundel Co., Md.
Date Location

1. DEBTOR(S):

Name(s) BRANDON II ASSOCIATES
2066 Lord Baltimore Drive
Address(es) Baltimore, Maryland 21207

2. SECURED PARTY:

Name MARYLAND NATIONAL BANK
10 Light Street
Address Baltimore, Maryland 21202

RECORD FEE 10.00
POSTAGE .50
#596490 0237 R02 T10:13
10/30/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☒ RELEASE. ~~(Partial or Full)~~ From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

Exhibit A attached and made a part hereof.

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By Constance M. Creamer

Constance M. Creamer, Asst. V. P.

(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

10 30

547 465

EXHIBIT A

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

Being known and designated as Lot 5A, 5.1627 acres, as shown on a plat entitled "Administrative Plat Revise Lot 5 and Lot 6 Plat 2 BRANDON WOODS BUSINESS PARK Section 1 Plat Book 85, page 47", which plat is recorded among the Land Records of Anne Arundel County in Liber 3857, folio 578.

Together with the use in common of the "Common Use Driveway", containing 12,000 square feet between lots 4 and 5 as shown on the plat entitled "Plat 2, BRANDON WOODS BUSINESS PARK, Section 1", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 85, folio 47.

Together also with and subject to the use in common of an additional "Common Use Drive" being an extension of the "Common Use Drive" referred to above and extending for a center line S 67° 48' 49" E 100'.

Return to:
COMMONWEALTH LAND TITLE
INSURANCE COMPANY
15th Floor
World Trade Center
Baltimore, Maryland 21202

1891206
Mail to

517-466
273076
FINANCING STATEMENT

To be filed in the Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of \$20,000.00 or so much thereof as may be advanced. THIS FINANCING STATEMENT IS NOT SUBJECT TO TRANSFER TAXES.

NAMES OF DEBTORS:

Evergreen Builders, Inc. , a Maryland Corporation, and
Richard E. Nash, Jr., individually, co-maker,

ADDRESS:

2 Evergreen Road
Severna Park, Maryland 21146

NAME OF SECURED PARTY:

John Hanson Savings Bank, F.S.B.

TRUSTEES:

Gerald A. Cousino
Jerry D. Whitlock

ADDRESS:

11700 Beltsville Drive
Beltsville, Maryland 20705

1. This Financing Statement covers the following items of property located on that certain piece or parcel of land more particularly described on Schedule A attached hereto and made a part hereof:

- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Security Instrument hereinbefore mentioned.
- B. All proceeds of the above described collateral.
- C. All contract rights of and from the herein described property or any part thereof.

- D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.
 - E. Any and all inventory, accounts receivable and leasehold improvements associated with the operation of any business venture conducted in connection with or on the property described in the Security Agreement heretofore mentioned. This financing statement shall cover any and all presently owned and future acquired assets of the Debtors.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as LOTS 93 & 94, GREEN HAVEN and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DATED: October 23, 1989

Evergreen Builders, Inc.

ATTEST: By: Richard E. Nash, Jr. (SEAL)
Richard E. Nash, Jr., President

Donna J. Nash
Donna J. Nash, Secretary

Richard E. Nash, Jr. (SEAL)
Richard E. Nash, Jr., individually

AFTER RECORDATION, RETURN TO:

John Hanson Savings Bank, F.S.B.
11700 Beltsville Drive
Beltsville, Maryland 20705

547 468
SCHEDULE A

30851

Being known as Lots Nos. 93 and 94 Plat "C" of Green Haven, 3rd Election District which plat is recorded among the Land Records of Anne Arundel County in Liber JHH No. 199, folio 51.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated October 25, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Rome Cable Corporation
Address 421 Ridge Street, Rome, New York 13440

2. SECURED PARTY

Name The First National Bank of Boston
Address 100 Federal Street, Boston, Massachusetts 02110
Philip R. Rosenblatt, Esq., c/o Goulston & Storrs, P.C.
400 Atlantic Avenue, Boston, Massachusetts 02210-2206
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) 

Inventory, accounts receivable and all other properties of the Debtor as described in Schedule "A" attached hereto.

Taxes are being paid at the State Level

Collateral Located at: 1501 Blades Lane, Glen Burnie, MD 21061

File: Anne Arundel County, the Clerk of the Circuit Court

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Rock E. White, Treasurer
(Signature of Debtor)

ROCK E. WHITE, TREASURER
Type or Print Above Name on Above Line

(Signature of Debtor)

Rome Cable Corporation
Type or Print Above Signature on Above Line

S.J. MULHOLLAND, VP

S.J. Mulholland V.P.
(Signature of Secured Party)

The First National Bank of Boston
Type or Print Above Signature on Above Line

547-470
U.C.C. ATTACHMENT

SCHEDULE "A"

Debtor:

ROME CABLE CORPORATION
421 Ridge Street
Rome, New York 13440

Secured Party:

THE FIRST NATIONAL BANK OF BOSTON
100 Federal Street
Boston, Massachusetts 02110

All personal property and fixtures of the Debtor of every kind and description, tangible or intangible, whether now or hereafter existing, whether now owned or hereafter acquired, and wherever located, including, but not limited to the following: all inventory of the Debtor; all furniture, fixtures, including trade fixtures and similar property of the Debtor; all machinery and equipment of the Debtor; all accounts of the Debtor; all contract rights of the Debtor; all other rights of the Debtor to the payment of money, including without limitation amounts due from affiliates, tax refunds, and insurance proceeds; all interest of the Debtor in goods as to which an account shall have arisen; all files, records (including without limitation computer programs, tapes and related electronic data processing software) and writings of the Debtor or in which the Debtor has an interest in any way relating to the foregoing property; all goods, instruments, documents of title, policies and certificates of insurance, securities, chattel paper, deposits, cash or other property owned by the Debtor or in which the Debtor has an interest which are now or may hereafter be in the possession of the Secured Party or as to which the Secured Party may now or hereafter control possession by documents of title or otherwise; all general intangibles of the Debtor (including without limitation all patents, trademarks, trade names, service marks, copyrights and applications for any of the foregoing; all rights to use patents, trademarks, trade names, service marks and copyrights of any person; and any rights of the Debtor to retrieval from third parties of electronically processed and recorded information pertaining to any of the types of collateral referred to in this Schedule A); any other property of the Debtor, real or personal, tangible or intangible, in which the Secured Party now has or hereafter acquires a security interest or which is now or may hereafter be in the possession of the Secured Party; any sums at any time credited by or due from the Secured Party to the Debtor, including deposits; and proceeds and products of and accessions to all of the foregoing; all of which items of property are hereinafter collectively referred to as the "Collateral".

The security interest of the Secured Party shall attach as soon as the Debtor obtains any interest in any Collateral, it being the intention of both the Debtor and the Secured Party that the Secured Party's security interest shall attach before the Collateral becomes fixtures or before the Collateral is installed or affixed to other Collateral.

ROME CABLE CORPORATION

THE FIRST NATIONAL BANK OF BOSTON

Rock E. White Treasurer
Signature of Debtor

Agnes M. Holland V.P.
Signature of Secured Party

MMT/10-13-89
9180Q

547-471

273011

To be recorded
among Land Records of
Baltimore County
in Financing Statement Records
of Baltimore County and
of Anne Arundel County
with State Department of
Assessments and Taxation

Not subject to recordation tax:
Principal amount is \$425,000.00

INDEMNITY
FINANCING STATEMENT

Grantor
1. /Debtor:

Address of Debtor:

PIKESVILLE REALTY COMPANY,
a general partnership orga-
nized and existing under
the law of Maryland,

514 North Crain Highway
Glen Burnie, Maryland 21061

2. Secured Party:

Address of Secured Party:

THE COLUMBIA BANK, a
Maryland trust company

10480 Little Patuxent Parkway
Columbia, Maryland 21044

3. This Financing Statement covers all of the Debtor's right,
title and interest in

3.1. All equipment, machinery, apparatus, fittings,
building materials and other articles of personal property of
every kind and nature, now or hereafter located in or upon any
interest in any of the land which is hereinafter described and
used in connection with any present or future operation of the
land, including, by way of example rather than of limitation,
all heating, lighting, laundry, incinerating and power equip-
ment, engines, pipes, tanks, motors, conduits, switchboards,
plumbing, lifting, cleaning, fire prevention, fire-extinguish-
ing, refrigerating, ventilating, and communications apparatus,
radio systems, recording systems, air-cooling and air-condition-
ing apparatus, elevators, escalators, window treatments, fans,
furniture, furnishings, floor coverings, screens, doors, win-
dows, appliances, attached cabinets, partitions, ducts and com-
pressors, landscaping, lawn and garden equipment, security
systems and including all equipment installed or used in the
operation of any building or appurtenant facilities erected or
to be erected in or upon such land.

3.2. All earnings, revenues, rents, issues, profits
and other income from the land and other collateral, and all
present and future accounts, contract rights, general
intangibles, warranty rights and instruments of the Debtor
arising from the leasing or use of the land.

12
50

MMT/10-13-89
9180Q

4. The items listed in this Financing Statement are included as security in an indemnity deed of trust and security agreement of this date and given by the Debtors to certain trustees for the Secured Party, and recorded or intended to be recorded among the Land Records of Baltimore County, Maryland, securing a debt owed by the Debtor to the Secured Party.

5. Proceeds of collateral, accessions and after-acquired property are covered.

6. The land consists of all of that land located in Baltimore County, Maryland, which is more particularly described in the deed of trust and security agreement, and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtors to the Secured Party as security for the Debtor's Guaranty of this date, evidencing the Debtor's debt to the Secured Party in the principal sum of \$425,000.00. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described, as security for the debt and the Debtor's performance of its obligations under the provisions of the Guaranty, and further agree that this Financing Statement shall constitute a security agreement for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1983 replacement volume, as amended).

Debtor:

PIKESVILLE REALTY COMPANY, a
general partnership organized
and existing under the law of
Maryland,

by Jace J. Fedder (SEAL)

by _____ (SEAL)

Date: _____, 1989

547 173
"EXHIBIT A"

Beginning for the first at the corner formed by the intersection of the southwest side of the Baltimore and Reisterstown Turnpike Road, with the south or southeast side of the Old Court Road (also called Church Lane) as now laid out 33 feet wide leading from the said Turnpike Road opposite to Arsenal Pikesville Station on the Western Maryland Railroad and running thence South 28 degrees 10 minutes East bounding on the southwest side of the said Turnpike Road 50 feet thence southwesterly at right angles to said Turnpike Road 170 feet, thence North 28 degrees 10 minutes West bounding on the northeast side of an alley 20 feet wide 83 feet 8 inches to the Old Court Road or Church Lane, thence North 73 degrees East bounding on the south or southeast side of the Old Court Road or Church Lane 173 feet 3 inches to the place of beginning.

Beginning for the second on the southwest side of the Reisterstown Road at the distance of 50 feet southeasterly from the corner formed by the intersection of the southwest side of the Reisterstown Road with the southeast side of the Old Court Road (now called Church Lane), being at the easternmost corner of the lot conveyed by the Executors of the Estate of James Howard McHenry to one Brown and running thence southeasterly bounding on the southwest side of Reisterstown Road 21 feet thence southwesterly at right angles to the Reisterstown Road 170 feet to the northeast side of an alley 20 feet wide, thence northwesterly binding on said alley with the use thereof in common with others 21 feet to the southeasternmost corner of the lot conveyed as aforesaid to said Brown and thence northeasterly bounding on the southeast line of said lot 170 feet to the place of beginning.

Beginning for the third on the southwest side of the Reisterstown Road at the distance of 71 feet southeasterly from the corner formed by the intersection of the southwest side of the Reisterstown Road with the southeast side of Church Lane, thence bounding on the southwest side of the Reisterstown Road South 27 degrees 30 minutes East 2 feet, thence at right angles to the aforesaid road South 62 degrees 30 minutes West 170 feet to the northeast side of an alley 20 feet wide, thence binding on the northeast side of the alley with the use thereof in common North 27 degrees 30 minutes West 2 feet and thence North 62 degrees 30 minutes East 170 feet to the place of beginning.

The improvements on the above described three properties being known as 1216-1224 Reisterstown Road.

Being the same lots of ground which, by deed dated July 27, 1972 and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 5288, folio 64, was granted and conveyed by Samuel Joseph Zito, et al. to Pikesville Realty Company, a Maryland partnership.

THE SECURITY TITLE GUARANTEE
CORPORATION OF BALTIMORE
Six South Calvert
Baltimore, Md. 21202-1388
153 808

547 474

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
The Firestone Tire & Rubber
Company, as Lessee
205 N. Michigan Avenue
Suite 3800
Chicago, Illinois 60601

Attention: Secretary

2. Secured Party(ies) and address(es)
The First National Bank of
Chicago, as Collateral Agent
One First National Plaza
Chicago, Illinois 60670

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing
Office)

4. This statement refers to original Financing Statement bearing File No. 273346
Filed with Gene Grindel Co. MD Date Filed 6/21 19 88

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☒ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. The name and address of the Debtor (Lessee) are amended to read as follows:
Bridgestone/Firestone, Inc., as Lessee
1200 Firestone Parkway

Akron, Ohio 44317 Attention: Secretary

Any and all references to The Firestone Tire & Rubber Company in the Financing Statement and Exhibit attached thereto shall be deemed to refer to Bridgestone/Firestone, Inc.

Bridgestone/Firestone, Inc., formerly known
as The Firestone Tire & Rubber Company

No. of additional Sheets presented:
The First National Bank of Chicago,
as Collateral Agent

By: [Signature]
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

STATE OF MARYLAND

547 PAGE 475

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

273012

Not subject to tax- Conditional sale
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Delta Installation Group, INC.

Name _____

Address 7476 A New Ridge Rd. Hanover, MD 21076

2. SECURED PARTY

Spectra-Physics, Inc.

Name _____

Address 5475 Kellenburger Rd. Dayton, OH 45424

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 ea. #1142 Laserlevel
- 1 ea. Magnetic Targets
- 1 ea. Alum Tripod

Name and address of Assignee

American Commerical Credit Corp.
P.O. Box 13428
Reading, PA 19612-3428CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

(Signature of Debtor)

Thomas P. Holste Jr.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Karen W Smith

Type or Print Above Signature on Above Line

547 476
STATE OF MARYLAND

279913

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Jennings, Harry W.
Address 884 Brighton Place Glen Burnie, MD 21061

2. SECURED PARTY

Name Beltway International Trucks, Inc.
Address 1800 Sulphur Spring Road Baltimore, MD 21227
Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
Orix Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Harry W. Jennings

(Signature of Debtor)

Harry W. Jennings
Type or Print Above Name on Above Line
Harry W. Jennings, owner

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

FIRST INTERSTATE CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc.

("Seller")

1800 Sulphur Spring Rd. Baltimore, MD 21227

(Address of Seller)

FROM: Harry W. Jennings

("Buyer")

884 Brighton Place Glen Burnie, MD 21061

(Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):

See Schedule "A" attached hereto and made a part hereof for description of equipment.

**See Schedule "B" attached hereto and made a part hereof for payment schedule.

*Wherever the name First Interstate Credit Alliance, Inc. * appears herein, it shall be deemed to mean Orix Credit Alliance, Inc.

(1) TIME SALES PRICE \$ 205,824.50(2) Less DOWN PAYMENT In Cash \$ -0-(3) Less DOWN PAYMENT IN GOODS
*(Trade-In Allowance) \$ -0-(4) CONTRACT PRICE (Time Balance) \$ 205,824.50

Record Owner of Real Estate: _____

*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

884 Brighton Place

(Street and Number)

Glen Burnie

(City)

Anne Arundel

(County)

MD

(State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Two hundred five thousand eight hundred twenty four and 50/100***** Dollars (\$ 205,824.50)being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 25th day of November 19 89 and continuing on the same date each month thereafter until paid; the first ** installments each being in the amount of \$ ** and the final installment being in the amount of \$ ** with interest from the date hereof on the unpaid amount of said timebalance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: October 25, 19 89

BUYER(S)-MAKER(S):

Accepted: Beltway International Trucks, Inc.

(Print Name of Seller Here)

(SEAL)

Harry W. Jennings

(Print Name of Buyer-Maker Here)

(SEAL)

By: _____

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

Co-Buyer-Maker:

(SEAL)

(Print Name of Co-Buyer-Maker Here)

By: _____

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and or change applications of any sums paid and or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED, BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller expressly waives the benefits of any present or future protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: _____, 19____

(Corporate, Partnership or Trade Name or Individual Signature)

(SEAL)

Signature
of
Seller

By:

(Signature, Title of Officer, "Partner" or "Proprietor")

(Witness)

547 479 ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated October 25, 1989

between Delmar International Trucks, Inc., as Seller/Lessor/Mortgagee,

and Harry W. Jennings 634 Brighton Place Glen Burnie, MD 21061 (Address)

(Name)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured (and will continue to be so) and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to FICAI the then unpaid balance outstanding under the contract without requiring FICAI to proceed against any person or property. **In consideration of FICAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, FICAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected.** FICAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to FICAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in FICAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that FICAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon FICAI's request, pay to FICAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by FICAI in accordance with FICAI's usual procedures and will be such amount as will enable FICAI to receive, with respect to the contract, such rate of return as FICAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto FICAI any interest that we may have in the Property and/or any monies that FICAI may be holding for our account. Upon our execution hereof, we shall have no authority without FICAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. **We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.**

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned

hereby is \$ 209,824.50 25th day of October, 19 89
IN WITNESS WHEREOF, we have hereunto set our hand and seal this

Delmar International Trucks, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA-LS-R1

*Wherever the name First Interstate Credit Alliance, Inc. *
appears herein, it shall be deemed to mean Orix Credit Alliance, Inc.

547 481

STATE OF MARYLAND

279067

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

ERBERT C. CORDLE SR.

Name E.C. Cordle, Sr. Trucking, Inc.

Address 8361 Lockwood Road Pasasena, MD 21122

2. SECURED PARTY

Name Beltway International Trucks, Inc.

Address 1800 Sulphur Spring Road Baltimore, MD 21227

Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Orix Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

E.C. Cordle, Sr. Trucking, Inc. ERBERT C. CORDLE, SR.

X Erbert C. Cordle Sr.
Erbert C. Cordle, Sr. owner

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

*FIRST INTERSTATE CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc.
(Seller)

FROM: Albert Cassell Cordle Sr.
(Buyer)

1500 Sulphur Spring Road Baltimore, MD 21227
(Address of Seller)

8361 Lockwood Road Pasadena, MD 21222
(Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):

One (1) New 1989 International Model F-9370 Tractor, S/N 24SFBAGROK028480

*Wherever the name First Interstate Credit Alliance, Inc. appears herein, it shall be deemed to mean Orix Credit Alliance, Inc.

(1) TIME SALES PRICE \$ 109,895.00

(2) Less DOWN PAYMENT in Cash \$ 500.00

(3) Less DOWN PAYMENT IN GOODS
*(Trade-In Allowance) \$ 9,195.00

(4) CONTRACT PRICE (Time Balance) \$ 100,200.00

Record Owner of Real Estate:

*Description of any Trade-In: One (1) 1983 International Model COP9670XL Tractor, S/N

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

8361 Lockwood Road
(Street and Number)

Pasadena
(City)

Anne Arundel
(County)

Maryland
(State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint,

the sum of One hundred thousand two hundred and 00/100 ***** Dollars (\$ 100,200.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 25th day of November 19 89, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,670.00 and the final installment being in the amount of \$ 1,670.00 with interest from the date hereof on the unpaid amount of said time

balance being payable monthly to the Holder until maturity at the rate of 0 % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: October 23, 19 89 BUYER(S)-MAKER(S): Albert Cassell Cordle Sr. (SEAL)

Accepted: Beltway International Trucks, Inc. (Print Name of Seller Here)

By: Albert Cassell Cordle Sr. (Print Name of Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

© 1988 First Interstate Credit Alliance, Inc.

FICA-L-2XD(1-75)

3

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale, applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and or change applications of any sums paid and or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM, NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED

(L.S.)

(L.S.)

(Guarantor-Endorser)

(Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless, that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and or repossess and or consent to the return of the property and or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: October 23, 19 89

Bellway International Trucks, Inc. (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)

Signature
of
Seller

By

(Signature, Title of Officer, "Partner" or "Proprietor")

(Witness)

547 481

279011

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 18,000.00

If this statement is to be recorded in land records check here. ☐

Recordation Tax paid to Anne Arundel County in the amount of \$126.00.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dodd, John Thomas, Jr.

Address 7694 Briar Lane Pasadena, MD 21122

2. SECURED PARTY

Name Orix Credit Alliance, Inc.

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

John Thomas Dodd, Jr.

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

(Signature of Secured Party)

PATRICK WHITE, ASST. VICE PRES.

Type or Print Above Signature on Above Line

SD

547-485

ORIX

~~KIRSKHNTBEMUX~~ CREDIT ALLIANCE, INC.
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

**—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS**

THIS MORTGAGE made the 25th day of October, 1989 by and between

**John Thomas Dodd, Jr., having his principal place of business at
7694 Briar Lane Pasadena, MD 21122**

Mortgagor and Orix Credit Alliance, Inc. Mortgagee

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business, which is Mortgagor's address shown above, unless a different location is specifically shown on said Schedule A for any one or more items; that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons;

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement;

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein;

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers satisfactory to Mortgagee, of owners and/or mortgages of any such premises;

(e) Mortgagor shall comply so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon, with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument;

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property;

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisalment, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagee's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

John Thomas Dodd, Jr.

(Seal)

Mortgagor

By

Secretary

(Title)

STATE OF
COUNTY OF

Maryland
Anne Arundel

SS

John Thomas Dodd, Jr.

being duly sworn, deposes and says:

1. He is the (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this

day of 19

NOTARY PUBLIC

STATE OF

COUNTY OF

SS

I,

a Notary Public duly qualified in and for said County and State, do hereby certify that on this

day of 19 in (Place)

in said County, before me personally appeared

to me personally well known

(For Individual)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)

and known as and to be a member of the partnership of

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the

of

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)

NOTARY PUBLIC

(CAL. & 77)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated October 25, 1989 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	McCullough 45' Aluminum Flatbed Trailer	1988	41BFS4525JM000724
The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Orix Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

John Thomas Dodd, Jr.

By: 

547 ME488

279015

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es): Richard Coulbourne III 4101 Mountain Road Pasadena, MD 21122	2. Secured Party(ies) and address(es): Mobil Oil Corporation 3225 Gallows Road Fairfax, VA 22037	3. For Filing Officer (Date, Time, Number, and Filing Office):

#1180827

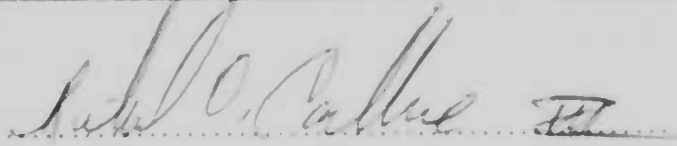
7. This financing statement covers the following types (or items) of property:

ALL MOBIL EQUIPMENT, ACCOUNTS RECEIVABLE AND INVENTORY NOW OWNED, CONSIGNED TO OR HEREAFTER ACQUIRED BY DEBTOR FROM MOBIL, INCLUDING BUT NOT LIMITED TO MOTOR FUEL, MOTOR OIL, GREASES, TIRES, BATTERIES, AUTOMOTIVE ACCESSORIES AND SPECIALTIES, MECHANIC'S TOOLS AND AUTOMOTIVE DIAGNOSTIC OR REPAIR EQUIPMENT, AND INCLUDING ALL PROCEEDS THEREOF AND ALL CREDIT CARD INVOICES.

ANNE ARUNDEL COUNTY, MD

COLLATERAL NOT SUBJECT TO RECORDATION TAX.

SECURED PARTY IS SELLER OF EQUIPMENT - Tax-Property Article 12-108(k). Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	 Richard Coulbourne III, Owner Signature(s) of Debtor (Or Assignor)	MOBIL OIL CORPORATION 156 Pkwy R. HICKS MKTG REP. Signature(s) of Secured Party (Or Assignee)
--	--	--

Filing Officer Copy — Alphabetical
STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

Rev. Jan. 1980


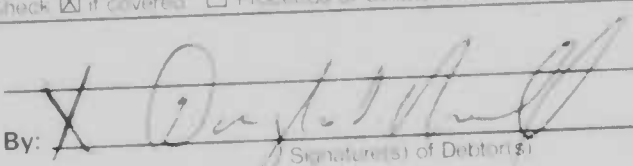
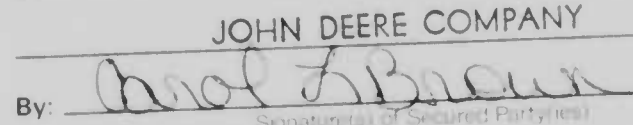
Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101



4171 DD556315

279016

547 489

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
NOWELL, DOUGLAS S. 5030 OWENSVILLE RD. W. RIVER, MO 20778 215 50 1429 AA	JOHN DEERE COMPANY P.O. Box 650900 West Des Moines, IA 50265	
4. This financing statement covers the following types (or items) of property: JOHN DEERE 850 TRACTOR s/n 215991, JD 75 LOADER s/n 018050, WDS 650 BACKHOE s/n 002700, CRT 616 TRAILER s/n 000132 REGARDING UCC-1 FINANCING STATEMENT FILED WITH KENT COUNTY ON 01 JUN 87 FILE NUMBER 16510. DEBTOR HAS MOVED TO THE ABOVE DESCRIBED ADDRESS AND THIS NOW NEEDS TO BE FILED WITH ANNE ARUNDEL. THIS STATEMENT IS BEING FILED WITHOUT THE DEBTOR'S SIGNATURE TO PERFECT A SECURITY INTEREST IN COLLATERAL ALREADY SUBJECT TO A SECURITY INTEREST IN THE ABOVE DESCRIBED JURISDICTION. <i>Farmer In Business of Farming</i>		5. Assignee(s) of Secured Party and Address(es) 
This statement is filed without the debtor's signature to perfect a security interest in collateral (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected		Filed with:
Check <input checked="" type="checkbox"/> if covered <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented:		
By:  Signature(s) of Debtor(s)	JOHN DEERE COMPANY By:  Signature(s) of Secured Party(ies)	

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Anne Arundel

547 450

FINANCING STATEMENT

PURCHASE MONEY

☐ Not subject to recordation tax
☒ Subject to recordation tax on
principal amount of \$33,600.00

1. Name of Debtor(s): Cusimano General Contractors, Inc.
Address: 601 Revell Highway
Annapolis, MD 21401

270027

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

2001 Davidsonville Road-Second Floor
Crofton, MD 21114

3. This Financing Statement covers the following types (or items) of property: Model 955L Serial #85J10714
One (1) Used Caterpillar track loader equipped with rops/enclosed cab,
and G.P. Bucket with teeth; together with all accessions, accessories,
attachments, parts, equipment, and repairs now or hereafter attached
or affixed to or used in connection with any of the foregoing property,
all substitutions and replacements for an products of any of the fore-
going property, and proceeds of any and all of the foregoing property.

4. Check the statements which apply, if any, and supply the information indicated:

☐ (If collateral is goods which are or are to become fixtures—describe real estate, include house number and
street, and block reference where applicable, type "TO BE RECORDED IN LAND RECORDS" across top of
page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00
RECORD TAX 238.00
POSTAGE .50
#470890 0777 IN3 TOP:48
10/31/89

☒ Proceeds of the collateral are also covered.

☒ Products of the collateral are also covered.

Cusimano General
Debtor(s): Contractors, Inc.

Michael J. Cusimano, Jr.,
President

(NOTE: Type name under each signature and if com-
pany, type name of company and name and
title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: John D. Lengel
John D. Lengel, Corporate Banking
(Type Name and Title) Representative



H. ERIC SCHAFER
AA CO. CIRCUIT COURT

11-238

279018

547 481

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

Rhode River Marina, Inc.
3932 Germantown Road
Edgewater, Maryland 21037

2 Secured Party(ies) and address(es)

General Motors Acceptance Corp
7310 Ritchie Highway
Glen Burnie, Maryland 21061

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#496890 07/77 R03 TOP:49
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4 This financing statement covers the following types (or items) of property:

All fixed assets, including all machinery, shop equipment, tools, business and office equipment, related equipment, furniture, fixtures, furnishings; all inventory of new and used parts and all accessories, now owned or hereafter acquired in replacement of or added to any of the foregoing; all accounts, contract rights, and general intangibles, all proceeds of all the foregoing.

ASSIGNEE OF SECURED PARTY

Name

Address

Check ☒ if covered:☒ Proceeds are also covered☐ Products of Collateral are also covered

No. of additional Sheets presented:

Rhode River Marina, Inc.

By

Signature(s) of Debtor(s)

General Motors Acceptance Corporation

By

Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
GMAC UCC-1 7/88

11/30

547 492

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) M&M Mobile Homes, Inc. 8315 Washington Blvd Jessup, MD 20794	2. Secured Party(ies) and address(es) GENERAL ELECTRIC CAPITAL CORPORATION 11121 Carmel Commons Blvd. Charlotte, NC 28226	For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #496950 CT/7 RJS 109:55 10/31/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. 219460 Anne Arundel County 8/23/78 Filed with _____ Date Filed _____ 19____		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. SECURITY PACIFIC HOUSING SERVICES, INC. 10680 Treena Street, Suite 500 San Diego, CA 92131		
PER ATTACHMENT		
No. of additional Sheets presented: _____		
GENERAL ELECTRIC CAPITAL CORPORATION		
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).	By: _____ Signature(s) of Secured Party(ies)	
(1) Filing Officer Copy - Alphabetical		
STANDARD FORM - FORM UCC-3		

no. 547 rec 493

RE: _____

Filing # _____

"The collateral (excluding all inventory and equipment, if any) described in the original Financing Statement, identified by the File No. set forth above, and any amendments thereto only to the extent that a security interest in such collateral was granted to Secured Party as security for Secured Party's financing of the Debtor's retail sales of manufactured homes, mobile homes, modular homes, motorhomes, travel trailers, camper units and recreational vehicles, pursuant to accounts, chattel paper, instruments, or documents for such financing which were transferred to Assignee pursuant to an Asset Purchase Agreement between Secured Party and Assignee dated May 9, 1989, reserving to Secured Party (i) collateral granted to Secured Party as security for Secured Party's financing of retail sales which are not transferred to Assignee, (ii) all of such collateral relating to inventory and other financing of Debtor and (iii) all other collateral. Secured Party also assigns any security interest in any such collateral repossessed by Assignee from retail buyers of Debtor provided such collateral is not floorplanned or otherwise financed by Secured Party."

10550

21520

547 494

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any): <u>ELEC MOD 1</u>
1. Debtor(s) (Last Name First) and address(es) Sarro/Siegel Leasing Partner- ship The Steffey Bldg., Ste. 200B 407 Crain Highway Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) ASSIGNEE Baltimore Federal Financial, P.O. Box 116 F.S.A. Baltimore, MD 21203	For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #476970 CTAT R03 709:56 10/31/89 H. ERLE SCHAEFER 11.00 - SECURITY FEE
4. This statement refers to original Financing Statement bearing File No. <u>255733</u> Page# 462 Liber#482 Filed with <u>Anne Arundel County</u> Date Filed <u>Feb. 22</u> 19 <u>85</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented: _____

~~ASSIGNEE~~ Secured Party:
Baltimore Federal Financial, F.S.A.

By: [Signature] Signature(s) of Secured Party(ies)

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

158

STATE OF MARYLAND

547 495

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255302RECORDED IN LIBER 481 FOLIO 545 ON January 22, 1985 (DATE)

1. DEBTOR

Name Sarro/Siegel Leasing PartnershipAddress The Steffey Bldg., Suite 200B, 407 Crain Hwy, Glen Burnie, Md. 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSN.Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any)

RECORD FEE

10.00

POSTAGE

.50

#498990 0717 R03 109:56

10/31/89

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒ YES
(Indicate whether amendment, termination, etc.)

TERMINATION

SEE ATTACHED

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated SEPTEMBER 25, 1989

Susan L. Thompson
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

A.A.CO.

Elec Mod 2 1113

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

EQUIPMENT LISTQUANTITYDESCRIPTION

8	Haworth EFN542 Acoustical fab panel F7J non-powered
10	Haworth acoustical fab panel F7J non-powered
9	Haworth acoustical panel fab F7J non-powered
76	Haworth EFP562 acoustical fab panel F7J powered
50	Haworth EFP462 acoustical fab panel F7J powered
2	Haworth EFP262 acoustical fab panel F7J powered
5	Haworth EFP362 acoustical fab panel powered (F7J)
3	Haworth EOP462 panels open frame
64	Haworth EFN362 panels non-powered F7J
12	Haworth panel non-powered EFN262 F7J
2	Haworth EFN1862 panels non-powered F7J
7	Haworth EFN562 panels non-powered F7J
32	Haworth FPF562 108" connection 62" H finished posts
1	Haworth FPF580 180' connection F7J 80" H
25	Haworth FPF62 90' connection 62" H F7J
6	Haworth FPF680 90' finish post connection 80" H F7J
15	Haworth BFM1 base feed modules gray trim
3	Haworth TFM8 top feed modules gray trim
8	Haworth PRD3 power receptacles duplex gray trim
27	Haworth WMK62 wall mount kits gray trim
1	Haworth Partitioning

Installation of above including re-arranging existing partitioning in Bldg. 49.

279019

547 497

CIT CORPORATION		Maryland Financing Statement All information must be typewritten or printed in ink.		File No.	
(Not to Be) (To Be) Recorded in the Land Records.* strike in applicable words					
Debtor(s) Name(s) and Address(es) Cunningham Paving Company, Inc. 1073 St. Stephen Church Rd Crownsville, MD 21032 <u>134299-00005</u>			Secured Party Name and Address S.M. Christhilf & Sons, Inc. 112 W. Timonium Road Timonium, MD 21093		
Assignee of Secured Party C.I.T. Corporation The CIT Group/Equipment Financing, Inc. <u>Phila Flu</u> 1180 W. Swedesford Road Berwyn, PA 19312			The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax. Conditional Sales Contract		
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) Bomag model BM141D S/N 101490030336; Complete with all related parts, attachments and accessories.					
RECORD FEE 11.00 #497000 CTTT R03 T09457 10/31/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT					
Proceeds of collateral are also covered.					
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)					
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____					
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.					
Debtor(s) <u>Cunningham Paving Company, Inc.</u>		Secured Party <u>S.M. Christhilf & Sons, Inc.</u>			
<u>James Cunningham</u> Title <u>Pres</u>		By <u>R.F. Armstrong</u> VP			
If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.					
<u>James Cunningham</u>		<u>R.F. Armstrong</u>			
Type or print name(s) of person(s) signing		Type or print name of person signing			
5 SA-989D					

270020

547 PAGE 498

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)

Jerry Merkel
Joanne Merkel
1180 Claire Drive
Crownsville, Md. 21032

2 Secured Party(ies) and address(es)

Hein Bros., Inc.
P.O. Box 666
7320 Ritchie Highway
Glen Burnie, Md. 21061

3 Maturity date (if any)
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE .50
H. BAILE SCHAFER
CLERK
CO. CIRCUIT COURT

4 This financing statement covers the following types (or items) of property

Polynesian whirlpool spa and super cover.

Located at: 1180 Claire Drive
Crownsville, MD 21032

To be recorded in the Land Records
Secured Party is the Seller.

5 Assignee(s) of Secured Party and Address(es)

Security Pacific
7310 Ritchie Highway
Suite 404
Glen Burnie, Md. 21061

This statement is filed without the debtor's signature to perfect a security interest in collateral (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state
☐ which is proceeds of the original collateral described above in which a security interest was perfected

Check ☒ if covered ☐ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered No. of additional Sheets presented

Jerry Merkel
By X Joanne Merkel
Joanne Merkel Signature(s) of Debtor(s)

Security Pacific Financial Svcs, Inc
Sherry Parada, Assistant Manager
By Sherry Parada
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No.

547-499
273001

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$2000.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ Lessee

Name TRAVEL UNLIMITED, INC.

PCC-EA60

Address 523 Benfield Road Severna Park, MD 21146

2. ~~XXXXXXXXXX~~ Lessor

Name AMERICAN AIRLINES, INC.

SABRE Contracts/MD 4390

Address P.O. Box 619616

DFW Airport, Tx 752619616

RECORD FEE 11.00

RECORD TAX 21.00

POSTAGE .50

#497180 0777 R03 Y10:15

Person And Address To Whom Statement Is To Be Returned If Different From Above.

10/31/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

All estates, right, title, and interest of Lessee, now or hereafter acquired in and to; American Airlines data processing equipment. The Lessee and Lessor intend this transaction to be a true lease. This Financing Statement is presented for filing pursuant to and in accordance with Section 9408 of the Uniform Commercial Code.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)(Signature of ~~XXXXX~~ Lessee

TRAVEL UNLIMITED, INC. BY AMERICAN AIRLINES, INC.

IT'S AGENTS BY.

Type or Print Above Name on Above Line

Judy Schneider

(Signature of Debtor)

Type or Print Above Signature on Above Line

AMERICAN AIRLINES, INC.

(Signature of ~~XXXXXXXXXX~~ Lessor

Type or Print Above Signature on Above Line

21 50

270022

547 500

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code | 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Alex Yefko
111 Deere Dr. P.O. Box
Deale, MD 20751

144 14 4240

2. Secured Party(ies) and address(es)

JOHN DEERE CO.
P.O. Box 33333
Moline, IL 61201-0333

DCS IF

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#497200 0777 803 110:16
10/31/89

H. EARLE SCHAFER
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:

ALL VARIOUS TYPES OF E.P.

892920 821 480

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral (check ☒ if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state
☐ which is proceeds of the original collateral described above in which a security interest was perfected

Check ☒ if covered ☐ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered No. of additional Sheets presented.

Filed with Anne Arundel Co

By X Alex P. Yefko
Signature(s) of Debtor(s)

By Kathy Moore
Signature(s) of Secured Party(ies)

(1) Filing Office Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

11.5

PARTIES 10-26-89
Debtor name (last name first if individual) and mailing address:
TRIANGLE ATLANTIC CORPORATION
7112 COMMERCIAL AVENUE
BALTIMORE, MD 21237

Debtor name (last name first if individual) and mailing address:

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) name(s) (last name first if individual) and address for security interest information:

**COPELCO LEASING CORPORATION
ONE MEDIQ PLAZA
PENNSAUKEN, NEW JERSEY 08110**

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):
☒ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
☐ Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))—
a. ☐ acquired after a change of name, identity or corporate structure of the Debtor
b. ☐ as to which the filing has lapsed
c. already subject to a security interest in another county in Pennsylvania—
☐ when the collateral was moved to this county
☐ when the Debtor's residence or place of business was moved to this county
d. already subject to a security interest in another jurisdiction —
☐ when the collateral was moved to Pennsylvania.
☐ when the Debtor's location was moved to Pennsylvania
e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s):
(required only if box(es) is checked above)

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT — Please read instructions on reverse side of page 4 before completing
Filing No. (stamped by filing officer) 547 5011
Date, Time, Filing Office (stamped by filing officer) 270023

The seller(secured party) is taking a security interest in the listed equipment. this is a conditional sale contract and is not subject to recordation tax. 5

This **Financing Statement** is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):
☐ Secretary of the Commonwealth
☒ ~~Prothonotary~~ Anne Arundel County
☐ real estate Records of County 6

Number of Additional Sheets (if any) 7
Optional Special Identification (Max. 10 characters) **LEASE No. 0-19494-0** 8
COLLATERAL

Identify collateral by item and/or type:
1 USLD TOYOTA FORKLIFT

EQUIPMENT SUPPLIER: CAPITAL FORKLIFT
EQUIPMENT LOCATION: 812A OREGON AVENUE
LINTHICUM HEIGHTS, MD 21090

☒ (check only if desired) Products of the collateral are also covered
Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)) —

a. ☐ crops growing or to be grown on —
b. ☐ goods which are or are to become fixture on —
c. ☐ minerals or the like (including oil and gas) as extracted on —
d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on —

the following real estate:
Street Address:
Describe at: Book _____ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) _____
for _____ County Uniform Parcel Identifier _____
☐ Described on Additional Sheet
Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)
Debtor Signature(s) COPELCO LEASING CORPORATION (ATTNY-IN-FACT FOR)
TRIANGLE ATLANTIC CORPORATION

1 (NAME/TITLE) Doris Erdman Asst. Secty.

1a (NAME/TITLE)

1b (NAME/TITLE)

RETURN RECEIPT TO:

COPELCO LEASING CORPORATION
ONE MEDIQ PLAZA
PENNSAUKEN, NEW JERSEY 08110

547 502

1. Debtor(s) (Last Name First) and address(es) BECTION, ROBERT L. 508 Denington Lane Severna Park, MD. 21146	2. Secured Party and Address Linden Asset Management Company 11 West Madison Oak Park, IL 60302
This statement refers to original Financing Statement No. 254312 Filed 10-22, 19 84	
A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above the Secured Party releases the following:
C. Assignment <input checked="" type="checkbox"/> XXXX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown above, Secured Party's rights under the financing statement bearing the file number shown above in the XXXXXXXXXXXX *	
D. Amendment <input type="checkbox"/> The financing statement is amended as set forth below	

RECORD FEE 10.00
POSTAGE .50
#497230 0777 R03 110418
10/31/89
H. EARLE SCHAFER
AA CO. CIRCUIT COURT

For Filing Officer (Date, Time, Number, and Filing Office)

~~SEE XXXXXXXX ATTACHED HEREIN AND MADE A PART HEREOF~~

*All of the property described therein

AS ASSIGNED BY F/S NO. 219970 RECORDED 11-2-88 - Book 534 Page 44

FEDERAL DEPOSIT INSURANCE CORPORATION,
IN ITS CORPORATE CAPACITY

Dated: July 31, 19 89
Circuit Court Clerk Anne Arundel County MD.
Supervisory

By: Kurt Amery
Signature of Original Secured Party
BANK LIQUIDATION SPECIALIST
XXXXXXXXXXXX for filing pursuant to the Uniform Commercial Code.

(1) FILING OFFICER COPY-ALPHABETICAL
STANDARD FORM-UNIFORM COMMERCIAL CODE

105

SOUTHWESTERN STATIONERY
OKLA. CITY, LAWTON, PONCA CITY

[REDACTED]

3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

547 PAGE 503

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

ROBERT L. BECTON
508 DEMINGTON LANE
SEVERNA PARK, MD 21146

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party of Record and Mailing Address:

FEDERAL DEPOSIT INSURANCE CORPORATION,
IN ITS CORPORATE CAPACITY
P.O. BOX 25189
OKLAHOMA CITY, OKLAHOMA 73125

4. This statement refers to original 254091
Financing Statement No. 70856 Book 478 Pg. 293
Date filed 10-03 19 84

CIRCUIT COURT CLERK
ANNE ARNDEL COUNTY

Check only
if applicable

☐ This Financing Statement Change is to be filed for
record in the real estate records. Number of
additional sheets presented _____

5. ☐ AMENDMENT—The Financing Statement bearing the file number shown above in Item 4 is amended as set forth below in Item 6 below. See instruction 2 on back of form for additional information.

B. ☒ TOTAL ASSIGNMENT—All of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below.

C. ☐ PARTIAL ASSIGNMENT—Some of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below. A description of the collateral subject to the assignment is also set forth in Item 6 below.

D. ☐ CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. A Continuation Statement may be filed by the Secured Party within six months prior to the expiration date.

E. ☐ PARTIAL RELEASE—The Secured Party releases the following collateral described in Item 6 below which is described in the Financing Statement bearing the file number shown above.

F. ☐ TERMINATION—The Secured Party(ies) of record no longer claims a security interest under the Financing Statement bearing the file number shown above.

6. AS ASSIGNED BY F/S NO. _____ RECORDED June, 1989

ASSIGNEE: Linden Asset Management Company
11 West Madison
Oak Park, IL 60302

RECORD FEE 12.00
POSTAGE .50
#497240 0777 R03 T10:18
10/31/89
H. LALE SCHAFER
AA CO. CIRCUIT COURT

July 31, 1989

FEDERAL DEPOSIT INSURANCE CORPORATION,
IN ITS CORPORATE CAPACITY

By _____
Signature(s) of Debtor(s)

By *Kurt [Signature]*
Signature(s) of Secured Party(ies)

SUPERVISORY BANK LIQUIDATION SPECIALIST

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—The Odco Company, P.O. Box 550488, Dallas, Texas 75355

(1) Filing Officer Copy—Numerical

125 STANDARD FORM—FORM UCC-3 (Rev 9/86) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS

[REDACTED]

3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

547 PAGE 504

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

RICHARD L. KLINKER and
CAMILE A. KLINKER
2355 DAVIDSONVILLE ROAD
GAMBRILLS, MARYLAND 21054

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party of Record and Mailing Address:

FEDERAL DEPOSIT INSURANCE CORPORATION
IN ITS CORPORATE CAPACITY
P.O. BOX 25189
OKLAHOMA CITY, OKLAHOMA 73125

4. This statement refers to original 254092
Financing Statement No. 70855 Book 478 Page 295
Date filed October 3, 1984

CIRCUIT COURT CLERK
ANNE ARNDEL COUNTY

Check only if applicable ☐ This Financing Statement Change is to be filed for record in the real estate records. Number of additional sheets presented _____

5. A ☐ AMENDMENT—The Financing Statement bearing the file number shown above in Item 4 is amended as set forth below in Item 6 below. See instruction 2 on back of form for additional information.

B ☒ TOTAL ASSIGNMENT—All of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below.

C ☐ PARTIAL ASSIGNMENT—Some of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below. A description of the collateral subject to the assignment is also set forth in Item 6 below.

D ☐ CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. A Continuation Statement may be filed by the Secured Party within six months prior to the expiration date.

E ☐ PARTIAL RELEASE—The Secured Party releases the following collateral described in Item 6 below which is described in the Financing Statement bearing the file number shown above.

F ☐ TERMINATION—The Secured Party(ies) of record no longer claims a security interest under the Financing Statement bearing the file number shown above.

6.

AS ASSIGNED BY F/S NO. 376230 RECORDED 6-6-89

ASSIGNEE: LINDEN ASSET MANAGEMENT COMPANY
11 WEST MADISON
OAK PARK, IL 60302

RECORD FEE 12.00
POSTAGE .50
#497250 C777 R03 T10:19
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT



July 31, 1989

FEDERAL DEPOSIT INSURANCE CORPORATION,
IN ITS CORPORATE CAPACITY

By _____
Signature(s) of Debtor(s)

SUPERVISORY

By *Kurt Am...*
LIQUIDATION SPECIALIST

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—The Odco Company, P.O. Box 550488, Dallas, Texas 75355

(1) Filing Officer Copy—Numerical

STANDARD FORM—FORM UCC-3 (Rev. 8/1/87) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS

[REDACTED]

3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

547 PAGE 515

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

KLINKER, RICHARD L.
KLINKER CAMILLE A.
2355 DAVIDSONVILLE ROAD
GAMBRILLS, MD. 21054

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party of Record and Mailing Address:

FEDERAL DEPOSIT INSURANCE CORPORATION
IN ITS CORPORATE CAPACITY
P.O. BOX 25189
OKLAHOMA CITY, OKLAHOMA 73125

4. This statement refers to original
Financing Statement No. 254311 (72434) Book 479
Date filed 10-22 Page 51 19 84

CIRCUIT COURT CLERK
ANNE ARUNDEL COUNTY, MD.

Check only if applicable ☐ This Financing Statement Change is to be filed for record in the real estate records. Number of additional sheets presented

5. ☐ AMENDMENT—The Financing Statement bearing the file number shown above in Item 4 is amended as set forth below in Item 6 below. See instruction 2 on back of form for additional information.

B. ☒ TOTAL ASSIGNMENT—All of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below.

C. ☐ PARTIAL ASSIGNMENT—Some of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below. A description of the collateral subject to the assignment is also set forth in Item 6 below.

D. ☐ CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. A Continuation Statement may be filed by the Secured Party within six months prior to the expiration date.

E. ☐ PARTIAL RELEASE—The Secured Party releases the following collateral described in Item 6 below which is described in the Financing Statement bearing the file number shown above.

F. ☐ TERMINATION—The Secured Party(ies) of record no longer claims a security interest under the Financing Statement bearing the file number shown above.

6.

AS ASSIGNED BY F/S NO. 219920 RECORDED 11-2-88 Book 534? Page 49

ASSIGNEE: LINDEN ASSET MANAGEMENT COMPANY
11 WEST MADISON
OAK PARK, IL 60302

RECORD FEE 12.00
POSTAGE .50
#497260 C777 R03 T10:19
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

July 31, 1989

FEDERAL DEPOSIT INSURANCE CORPORATION,
IN ITS CORPORATE CAPACITY

By _____
Signature(s) of Debtor(s)

By *Kurt Ammerman*
Signature(s) of Secured Party(ies)

SUPERVISORY XXXX LIQUIDATION SPECIALIST

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—The Odor Company, P.O. Box 550488, Dallas, Texas 75355

(1) Filing Officer Copy— Numerical

STANDARD FORM— FORM UCC-3 (Rev. 8/1/87) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS

547 506

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 484

Page No. 464

Identification No.

Dated June 25, 1985

1. Debtor(s) { Charles Towson Associates Limited Partnership
Name or Names—Print or Type
1147 Donnington Circle Towson, MD 21204
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names—Print or Type
25 South Charles Street, Baltimore, MD 21201
Address—Street No., City - County State Zip Code
Commerical Real Estate Division Banc #101-820

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: See Exhibit A Attached</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Principal Mutual Life Insurance Company
711 High Street
Des Moines, Iowa 50309

RECORD FEE 20.00
POSTAGE .50
#497430 CTTT R03 T10:27
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: October 25, 1989

THE FIRST NATIONAL BANK OF MARYLAND

Name of Secured Party

BY: Patricia A. Dunn

Signature of Secured Party

PATRICIA A. DUNN
VICE-PRESIDENT

Type or Print (Include Title if Company)
Vice-President

25.8

EXHIBIT A
DESCRIPTION OF PROPERTY OF
CHARLES TOWSON ASSOCIATES
9TH ELECTION DISTRICT
BALTIMORE COUNTY, MARYLAND

BEGINNING FOR THE SAME at a 1/2" iron pin and cap heretofore set at the beginning of the land described in a deed dated 21 November, 1977 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K. Jr. 5828 at Folio 913 from Leonard Stulman and Helen R. Stulman, his wife, to Charles Towson Associates, said place of beginning also being located at the point formed by the intersection of the westernmost outline of a plat entitled "Resubdivision of Part of Plat One - Section Three Orchard Hills", which plat is recorded among the Land Records aforesaid in Plat Book W.J.R. 26 at Folio 15, and the northernmost right of way line of Kenilworth Drive, 70 feet wide, as shown on said plat, thence leaving said place of beginning binding on the outlines of said deed, as now surveyed in September, 1989 by Kidde Consultants, Inc., referring all courses of this description to the Grid Meridian of the Baltimore County Metropolitan District as shown on said plat, the twelve following courses and distances: in part binding on the westernmost outline of said plat and in part continuing the same course, in all

- (1) North 14 degrees 08 minutes 40 seconds East 316.81 feet to a 1/2" iron pin and cap heretofore set, thence
- (2) North 60 degrees 50 minutes 30 seconds West 449.66 feet to a 1/2" iron pin and cap heretofore set on the southernmost right of

KIDDE CONSULTANTS, INC.

547-508

Description
Charles Towson Associates
September 28, 1989
Page 2

way line of the Baltimore Beltway (Interstate Route 695) as shown on State Roads Commission Plat No. 10584, thence binding thereon the three following courses and distances:

- (3) North 83 degrees 39 minutes 00 seconds East 314.56 feet to a 1/2" iron pin and cap now reset, thence
- (4) North 76 degrees 49 minutes 30 seconds East 198.49 feet to a 1/2" iron pin and cap heretofore set, and thence
- (5) South 78 degrees 12 minutes 20 seconds East 364.00 feet to a 1/2" iron pin and cap now reset on the southernmost right of way line of said Baltimore Beltway as shown on S.R.C. Plat No. 10572, thence binding thereon
- (6) South 62 degrees 15 minutes 40 seconds East 23.67 feet to a 1/2" iron pin and cap heretofore set, thence leaving said Baltimore Beltway binding on the northwesternmost outline of a plat entitled "Resubdivision of Parts of Plats One and Two Section Three Orchard Hills", which plat is recorded among the Land Records aforesaid in Plat Book G.L.B. 25 at Folio 22
- (7) South 67 degrees 43 minutes 03 seconds west 237.15 feet to a 1/2" iron pin and cap now reset, thence binding on the northwesternmost outline of a plat entitled "Subdivision of Plat 1 Section 3 Orchard Hills", which plat is recorded among the Land

KIDDE CONSULTANTS, INC.

Description
Charles Towson Associates
September 28, 1989
Page 3

547 2509

Records aforesaid in Plat Book G.L.B. 23 at Folio 71, the two following courses and distances

- (8) North 60 degrees 53 minutes 20 seconds West 26.32 feet to a 1/2" iron pin and cap now reset, and thence
- (9) South 39 degrees 45 minutes 05 seconds West 379.42 feet, to a point located 0.08 feet southeast of the center of a 3/4" iron pipe there found on the northeasternmost outline of the first hereinmentioned plat, thence binding thereon passing over said pipe, in all
- (10) North 74 degrees 03 minutes 49 seconds West 29.91 feet to a 1/2" iron pin and cap now reset at the northernmost end of the line dividing "Parcel A" and "Lot 6" as shown on said plat, thence binding thereon with a corrected distance
- (11) South 03 degrees 56 minutes 40 seconds East 156.20 feet to a point on the northernmost right of way line of the aforesaid Kenilworth Avenue, 70 feet wide, located 0.02 feet south and 0.02 feet east of the center of a 3/4" iron pipe there found, thence binding on said northernmost right of way line of Kenilworth Avenue
- (12) South 86 degrees 03 minutes 20 seconds West 64.98 feet to the place of beginning.

KIDDE CONSULTANTS, INC.

547 510

Description
Charles Towson Associates
September 28, 1989
Page 4

CONTAINING 3.5424 acres of land, more or less, as now surveyed in September, 1989 by Kidde Consultants, Inc.

BEING the same land described in a deed dated 21 November, 1977 and recorded among the Land Records of Baltimore County in Liber E.H.K. Jr. 5828 at Folio 913 from Leonard Stulman and Helen R. Stulman, his wife, to Charles Towson Associates.

PFP/pek KCI Job Order No. 01-59044B September 28, 1989
Work Order No. 53346X



TOGETHER with the right of access pursuant to the terms and conditions of the Access Easement Agreement dated November 10, 1981, recorded as aforesaid in Book EHK, Jr. No. 6352 page 782.

547 511

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 484

Page No. 464

Identification No.

Dated June 25, 1985

1. Debtor(s) { Charles Towson Associates Limited Partnership
Name or Names—Print or Type
1147 Donnington Circle Towson, MD 21204
Address—Street No., City - County State Zip Code

2. Secured Party { Principal Mutual Life Insurance Company
Name or Names—Print or Type
711 High Street Des Moines, Iowa 50309
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 20.00
POSTAGE .50
4497440 0717 R03 710:28
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: October , 1989

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY

BY: Stephen G. Gahner
Name of Secured Party
Signature of Secured Party
Stephen G. Gahner
Associate Counsel
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

BY: Elizabeth Happe
ELIZABETH HAPPE
Assistant Counsel

EXHIBIT A
DESCRIPTION OF PROPERTY OF
CHARLES TOWSON ASSOCIATES
9TH ELECTION DISTRICT
BALTIMORE COUNTY, MARYLAND

BEGINNING FOR THE SAME at a 1/2" iron pin and cap heretofore set at the beginning of the land described in a deed dated 21 November, 1977 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K. Jr. 5828 at Folio 913 from Leonard Stulman and Helen R. Stulman, his wife, to Charles Towson Associates, said place of beginning also being located at the point formed by the intersection of the westernmost outline of a plat entitled "Resubdivision of Part of Plat One - Section Three Orchard Hills", which plat is recorded among the Land Records aforesaid in Plat Book W.J.R. 26 at Folio 15, and the northernmost right of way line of Kenilworth Drive, 70 feet wide, as shown on said plat, thence leaving said place of beginning binding on the outlines of said deed, as now surveyed in September, 1989 by Kidde Consultants, Inc., referring all courses of this description to the Grid Meridian of the Baltimore County Metropolitan District as shown on said plat, the twelve following courses and distances: in part binding on the westernmost outline of said plat and in part continuing the same course, in all

- (1) North 14 degrees 08 minutes 40 seconds East 316.81 feet to a 1/2" iron pin and cap heretofore set, thence
- (2) North 60 degrees 50 minutes 30 seconds West 449.66 feet to a 1/2" iron pin and cap heretofore set on the southernmost right of

Description
Charles Towson Associates
September 28, 1989
Page 2

way line of the Baltimore Beltway (Interstate Route 695) as shown on State Roads Commission Plat No. 10584, thence binding thereon the three following courses and distances:

- (3) North 83 degrees 39 minutes 00 seconds East 314.56 feet to a 1/2" iron pin and cap now reset, thence
- (4) North 76 degrees 49 minutes 30 seconds East 198.49 feet to a 1/2" iron pin and cap heretofore set, and thence
- (5) South 78 degrees 12 minutes 20 seconds East 364.00 feet to a 1/2" iron pin and cap now reset on the southernmost right of way line of said Baltimore Beltway as shown on S.R.C. Plat No. 10572, thence binding thereon
- (6) South 62 degrees 15 minutes 40 seconds East 23.67 feet to a 1/2" iron pin and cap heretofore set, thence leaving said Baltimore Beltway binding on the northwesternmost outline of a plat entitled "Resubdivision of Parts of Plats One and Two Section Three Orchard Hills", which plat is recorded among the Land Records aforesaid in Plat Book G.L.B. 25 at Folio 22
- (7) South 67 degrees 43 minutes 03 seconds west 237.15 feet to a 1/2" iron pin and cap now reset, thence binding on the northwesternmost outline of a plat entitled "Subdivision of Plat 1 Section 3 Orchard Hills", which plat is recorded among the Land

Description
Charles Towson Associates
September 28, 1989
Page 3

Records aforesaid in Plat Book G.L.B. 23 at Folio 71, the two following courses and distances

(8) North 60 degrees 53 minutes 20 seconds West 26.32 feet to a 1/2" iron pin and cap now reset, and thence

(9) South 39 degrees 45 minutes 05 seconds West 379.42 feet, to a point located 0.08 feet southeast of the center of a 3/4" iron pipe there found on the northeasternmost outline of the first hereinmentioned plat, thence binding thereon passing over said pipe, in all

(10) North 74 degrees 03 minutes 49 seconds West 29.91 feet to a 1/2" iron pin and cap now reset at the northernmost end of the line dividing "Parcel A" and "Lot 6" as shown on said plat, thence binding thereon with a corrected distance

(11) South 03 degrees 56 minutes 40 seconds East 156.20 feet to a point on the northernmost right of way line of the aforesaid Kenilworth Avenue, 70 feet wide, located 0.02 feet south and 0.02 feet east of the center of a 3/4" iron pipe there found, thence binding on said northernmost right of way line of Kenilworth Avenue

(12) South 86 degrees 03 minutes 20 seconds West 64.98 feet to the place of beginning.

KIDDE CONSULTANTS, INC.

547 515

Description
Charles Towson Associates
September 28, 1989
Page 4

CONTAINING 3.5424 acres of land, more or less, as now surveyed in September, 1989 by Kidde Consultants, Inc.

BEING the same land described in a deed dated 21 November, 1977 and recorded among the Land Records of Baltimore County in Liber E.H.K. Jr. 5828 at Folio 913 from Leonard Stulman and Helen R. Stulman, his wife, to Charles Towson Associates.

PFP/pek

KCI Job Order No. 01-59044B

September 28, 1989

Work Order No. 53346X



TOGETHER with the right of access pursuant to the terms and conditions of the Access Easement Agreement dated November 10, 1981, recorded as aforesaid in Book EHK, Jr. No. 6352 page 782.

547 516 279024

To Be Recorded In The Land
Records And In The Chattel
Records Of Anne Arundel County,
Howard County And The State
Department Of Assessments And
Taxation.

Subject To Recording Tax On
Principal Amount Of
\$7,500,000.00 Which Was Paid
To The Clerk Of The Circuit
Court Of Anne Arundel County
Upon The Filing Of An Amended
And Restated Deed Of Trust.

RECORD FEE 67.00
POSTAGE .50

FINANCING STATEMENT
(Maryland-U.C.C.-1)

1. **DEBTOR:**

JOLLY ACRES LIMITED PARTNERSHIP
c/o The KMS Group, Inc.
One Centre Park
Columbia, Maryland 21045

#197570 0777 R03 111:04
H. ERLE SCHAEFER
AA CO. CIRCUIT COURT

2. **SECURED PARTY:**

THE FIRST NATIONAL BANK OF MARYLAND
Commercial Real Estate Division
110 South Paca Street
BANC - 109-900
Post Office Box 1596
Baltimore, Maryland 21201
Attention: Louis P. Mathews, Jr.,
Vice President

3. This Financing Statement covers and the Debtor grants and
conveys to the Secured Party a security interest in and to the
following:

- a. All plant, equipment, apparatus, machinery, fittings,
appliances, furniture, furnishings, and fixtures, and
other chattels and personal property and replacements
thereof, now or at any time hereafter affixed or attached
to, incorporated in, placed upon, or in any way used in
connection with the current or future utilization,
enjoyment, occupation, or operation of the below referred
to real property (hereafter, the "Real Property"),
including by way of example and not by way of limitation,
all lighting, heating, ventilating, air conditioning,
incinerating, sprinkling, laundry, lifting and plumbing
fixtures and equipment, water and power systems, loading
and unloading equipment, burglar alarms and security
systems, fire prevention and fire extinguishing systems
and equipment, engines, boilers, ranges, refrigerators,
stoves, furnaces, oil burners or units, communication
systems and equipment, dynamos, transformers, motors,
tanks, electrical equipment, elevators, escalators,
cabinets, partitions, ducts, compressors, switchboards,
storm and screen windows and doors, pictures, sculptures,
awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.
- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Amended and Restated Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

547 518

- g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in an Amended and Restated Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of thirteen (13) pages.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

JOLLY ACRES LIMITED PARTNERSHIP,
A Maryland Limited Partnership

By: Constellation Properties, Inc.,
A Maryland Corporation,
General Partner

By: Charles E. Gorman, Jr. (SEAL) 5EW
Name: Charles E. Gorman, Jr.
Title: Assistant Treasurer

Date: October 27, 1989

547 519

By: BOKS-1, Inc.,
A Maryland Corporation,
General Partner

By: [Signature] (SEAL)

Name: James Kirk

Title: President

Date: October 27, 1989

TO FILING OFFICER: After this Statement has been recorded, please
return to:

Beth A. Solley, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (DRN) 7280

547-520

Description of Bowie Property
Rte 32 at Baltimore-Washington Parkway
4th District, Anne Arundel County, Maryland

First Parcel:

Beginning for the same at a pipe set at the beginning point of the land described in the deed from Robert M. Bowie and Edith W. Bowie, his wife, to William L. Dodd and Susan L. Dodd, his wife, dated February 27, 1975 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2739, Folio 205, the said beginning pipe also being in the last line of the land described in the deed from Susannah Bowie, widow, to John Bowie, dated January 13, 1902 and recorded among the said Land Records in Liber G.W. No. 24, Folio 247; thence from the said beginning point running with part of the last line of the second above-mentioned deed and, reversely, with part of the outline of the land described in the deed from LeRoy C. Corcoran and Alice T. Corcoran, his wife, to Bowie-Ravel Company dated November 22, 1957 and recorded among the said Land Records in Liber No. 1170, Folio 236, as shown on the plat titled "Survey of John Bowie Property" dated June 1981 and prepared by Edward Hall III and Associates, Inc.,

(1) North 29°19'05" East 339.20 feet to a stone found; thence running with part of the first line of the land described in the second above-mentioned deed and also running, reversely, with the outline of the land described in the third above-mentioned deed, ➤

(2) North 36°06'40" East 84.06 feet to a monument found; thence running with part of the first line and the second line of the land described in the second above-mentioned deed and also running, reversely with the outline of the land described in the deed from James P. Thrift, Assignee, to the State Board of Prison Control.

547-521

dated October 10, 1921 and recorded among the said Land Records in Liber W.N.W. No. 48, Folio 395;

(3) North 29°45'45" East 1,191.27 feet; thence running with the third, fourth, fifth and sixth lines of the

land described in the second above-mentioned deed and, reversely; with the outlines of the land described in the last above-mentioned deed the following four (4) courses and distances, viz:

(4) North 57°11'00" East 1,286.49 feet to a monument found,

(5) North 44°40'24" West 186.73 feet to a monument found,

(6) North 73°24'00" East 565.21 feet to a monument found and

(7) South 63°17'10" East 263.77 feet to a monument found; thence running with part of the seventh line of the land described in the second above-mentioned deed and also running with part of the outline of the first parcel of land described in the deed from the National Junior Republic of the City of Baltimore to the Inner Mission Society of the Evangelical Lutheran Church of Baltimore City and Vicinity, Incorporated, dated February 20, 1933 and recorded among the said Land Records in Liber F.S.R. No. 115, Folio 120,

(8) South 22°44'56" West 2,273.39 feet to a pipe found at the end of the third line of the land described in the deed from A. Danny Bisogne, unmarried, to Grover T. Smith and Ruble H. Smith, his wife, dated October 27, 1964 and recorded among the said Land Records in Liber 1807, Folio 503; thence leaving the outlines of the whole tract and running, reversely, with the third line and part of the second line of the lands described in the last mentioned deed, the following two (2) courses and distances, viz:

(9) North 57°19'48" West 500.07 feet to a pipe found and

(10) South 22°45'27" West 384.54 feet to a pipe found at the end of the third line of the land described in the deed from Donald Earl Hibbs and Susanne Bowie Hibbs, his wife, to Grover T. Smith and Ruble H. Smith, his wife, dated November 16, 1964 and recorded among the said Land Records

in Liber No. 1813, Folio 28; thence running, reversely, with the third and second lines of the land described in the last mentioned deed the following two (2) courses and distances, viz:

(11) North 55°59'10" West 149.98 feet and
(12) South 22°48'35" West 290.00 feet to a pipe found on the northeast side of Jolly Acres Road; thence running with the northeast and north side of the said Jolly Acres Road the following eight (8) courses and distances, viz:

(13) North 58°05'10" West 82.76 feet,
(14) North 67°02'01" West 50.39 feet,
(15) North 84°43'56" West 59.86 feet,
(16) South 80°21'40" West 70.35 feet,
(17) South 74°09'39" West 89.67 feet,
(18) South 67°30'58" West 84.13 feet,
(19) South 59°07'27" West 60.10 feet and
(20) South 49°14'44" West 91.70 feet to a pipe found at the end of the first line of the land described in the first above-mentioned deed; thence running, reversely, with the said first line,

(21) North 59°35'50" West 367.62 feet to the place of beginning. Containing 63.545 acres of land, more or less. Being Parcel 1 as shown on the above-mentioned plat "Survey of John Bowie Property," and also being part of the land described in the deed from Susannah Bowie, widow, to John Bowie, dated January 13, 1902 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. No. 24, Folio 247.

Second Parcel:

Beginning for the same at the point where the northwest right-of-way line of Baltimore-Washington Parkway is intersected by the ninth or South 49 3/4° East 166 perches line of the land described in the deed from Susannah A. Bowie (widow) to John Bowie, dated January 13, 1902 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. No. 24, Folio 247; thence from the said beginning point running with the said right-of-way line

547 523

of Baltimore-Washington Parkway the following two (2) courses and distances, viz:

- (1) South $43^{\circ}34'32''$ West 1,401.42 feet and
- (2) South $49^{\circ}48'46''$ West 665.77 feet; thence

leaving the said Parkway and running with the right-of-way lines as shown on State Roads Commission of Maryland Plats No. 46805, 46803 and 46804 the following twelve (12) courses and distances, viz:

(3) North $83^{\circ}10'14''$ West 335.00 feet, to a pipe previously set,

(4) South $86^{\circ}57'23''$ West 226.95 feet,

(5) North $67^{\circ}49'56''$ West 136.49 feet,

(6) North $40^{\circ}44'59''$ West 175.50 feet,

(7) North $26^{\circ}28'48''$ West 223.79 feet,

(8) North $30^{\circ}24'54''$ West 300.08 feet to a monument,

(9) North $37^{\circ}24'58''$ West 283.67 feet,

(10) North $42^{\circ}12'07''$ West 371.99 feet,

(11) North $00^{\circ}36'11''$ East 243.19 feet,

(12) North $23^{\circ}36'10''$ East 311.46 feet,

(13) 186.47 feet along the arc of a curve to the right having a radius of 778.54 feet and chord of North $30^{\circ}27'39''$ East 186.02 feet

(14) North $36^{\circ}58'07''$ East 89.75 feet to a monument and

(15) North $52^{\circ}59'51''$ West 32.55 feet to the southeast side of Jolly Acres Road (30 feet wide); thence leaving the right-of-way lines as shown on State Roads Commission of Maryland Plat No. 46804 and running with the southeast side of Jolly Acres Road the following seventeen courses and distances, viz:

(16) North $46^{\circ}04'52''$ East 134.79 feet,

(17) North $50^{\circ}53'32''$ East 118.14 feet,

(18) North $54^{\circ}50'12''$ East 59.44 feet,

(19) North $70^{\circ}56'57''$ East 70.30 feet,

(20) North $86^{\circ}17'07''$ East 56.57 feet,

(21) North $80^{\circ}49'05''$ East 50.14 feet,

(22) North $72^{\circ}21'05''$ East 74.14 feet.

547-521

- (23) North 46°21'05" East 239.16 feet.
- (24) North 49°14'44" East 88.34 feet.
- (25) North 59°07'27" East 55.30 feet
- (26) North 67°30'58" East 80.19 feet
- (27) North 74°09'39" East 86.31 feet.
- (28) North 80°21'40" East 64.81 feet.
- (29) South 84°43'56" East 51.26 feet.

(30) South 67°02'01" East 43.37 feet,

(31) South 58°05'10" East 77.02 feet and

(32) South 59°38'01" East 156.79 feet to the end of the first line of the land described in the deed from A. Danny Bisogne, unmarried, to Grover T. Smith and Ruhle H. Smith, his wife, dated October 27, 1964 and recorded among the Land Records of Anne Arundel County in Liber No. 1807, Folio 503; thence running, reversely, with the said first line,

(33) South 57°19'48" East 500.17 feet to a point in the seventh of the land described in the first above mentioned deed; thence running with part of the said seventh line,

(34) South 22°44'56" West 19.03 feet to a stone located at the end of the said seventh line; thence running with the eighth line and part of the ninth line of the land described in the first above mentioned deed and also running with the outline of the land described in the deed from the National Junior Republic of the City of Baltimore to the Inner Mission Society of the Evangelical Lutheran Church of Baltimore City and Vicinity, Incorporated, dated February 20, 1933 and recorded among the said Land Records in Liber F.S.R. No. 115, Folio 120, the following two (2) courses and distances, viz:.

(35) South 65°06'23" East 325.63 feet and

(36) South 53°56'04" East 877.44 feet to the place of beginning.

Containing 104.634 acres of land, more or less.

Subject to:

(a) agreement dated March 28, 1955 with the Consolidated Gas, Electric Light and Power Company of Baltimore recorded in Liber J.H.H. 913, Folio 543.

(b) agreement with Baltimore Gas and Electric Company dated July 11, 1972 and recorded in Liber M.S.H. No. 2510, Folio 147.

(c) agreement with the Baltimore Gas and Electric Company dated March 11, 1982 and recorded in Liber W.G.L. No. 3483, Folio 258.

(d) easements as shown on S.R.C. Plats Nos. 46803, 46804, 46805 and 47671.

Being Parcel 2 as shown on the above mentioned plat titled "Survey of John Bowie Property" and also being part of the land described in the deed from Susannah Bowie, widow, to John Bowie, dated January 13, 1902, and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. No. 24, Folio 247.

Third Parcel

Beginning for the same at a pipe found at the end of the 20th or South 66 $\frac{1}{2}$ West 18 perches line of the land described in the deed from Susannah A. Bowie (widow) to John Bowie, dated January 13, 1902 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. No. 24, Folio 247; thence from the said beginning point running with the 21st, 22nd, 23rd and part of the 24th lines of the land described in the above mentioned deed, the following four (4) courses and distances,

- (1) North 14°49'22" west 235.22 feet to a concrete monument,
- (2) North 21°52'35" West 197.36 feet to a concrete monument,
- (3) North 43°33'54" West 164.93 feet to a concrete monument and
- (4) North 10°29'04" West 129.33 feet to intersect the southwest right-of-way line of the Baltimore and Ohio Railroad, Fort George G. Meade

Branch; thence leaving the outlines of the land described in the above mentioned deed and running with the right-of-way line of the said Railroad the following two (2) courses and distances, viz:

(5) South 51°06'00" East 293.55 feet and

(6) South 38°15'33" East 445.38 feet to a pipe found; thence leaving the said railroad and running

(7) South 62°10'21" West 263.88 feet to the place of beginning.

Containing 2.277 acres of land, more or less.

Subject to the terms and conditions of an agreement with the Consolidated Gas, Electric Light and Power Company of Baltimore dated November 27, 1953 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 817, Folio 101.

Being Parcel Three as shown on the above mentioned plat titled "Survey of John Bowie Property" and also being part of the land described in the deed from Susannah Bowie, widow, to John Bowie, dated January 13, 1902 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. No. 24, Folio 247.

Fourth Parcel

Beginning for the same at a pipe previously set in the last or North 33°00' East 121 3/4 perches line of the land described in the deed from Susannah A. Bowie (widow) to John Bowie, dated January 13, 1902 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 24, Folio 247, and at the beginning point of the land described in the deed from John Bowie, Jr. and Audrey L. Bowie, His wife, to Frances Bowie Baldwin and C. Elliott Baldwin, her husband, dated June 18, 1963 and recorded among the said Land Records in Liber No. 1706, Folio 306, the said pipe being located South 29 19'05" West 644.15 feet from a stone at the end of the above mentioned North 33 00' East 121 3/4 perches line; thence from

the said beginning pipe running, reversely, with the sixth or North 59 30'00" West 218.05 foot line,

(1) South 59°37'13" East 218.73 feet to a pipe previously set on the northwestmost line of Jolly Acres Road; thence running with the said northwestmost line of Jolly Acres Road the following five courses and distances, viz:

(2) South 86°17'07" West 59.17 feet,

(3) South 70°56'57" West 78.59 feet,

(4) South 54°50'12" West 64.72 feet,

(5) South 50°53'52" West 120.44 feet and

(6) South 46°04'52" West 140.64 feet to intersect the right-of-way line shown on State Roads Commission of Maryland Plat No. 46804; thence running with the said right-of-way line

(7) North 52°59'51" West 4.06 feet to intersect the above mentioned North 33 00' East 121 3/4 perches line; thence running with part of the said line

(8) North 29°19'05" East 399.70 feet to the place of beginning. Containing 0.731 acre of land, more or less.

Being Parcel 4 as shown on the above mentioned plat titled "Survey of John Bowie Property" and also being part of the land described in the deed from Susannah Bowie, widow, to John Bowie, dated January 13, 1902 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 24, Folio 247

Note: The above descriptions were prepared from deed information and plat titled "Survey of John Bowie Property", prepared by Edward Hall III and Associates, Inc. and dated June 1981.

547 528

SAVING AND EXCEPTING THEREFROM A SIX ACRE PARCEL OF LAND, TOGETHER WITH A FIFTY FOOT RIGHT OF WAY, MORE PARTICULARLY DESCRIBED IN DEED OF EVEN DATE AND RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IMMEDIATELY PRIOR HERETO WHICH WAS GRANTED AND CONVEYED BY JOLLY ACRES LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP TO AUDREY L. BOWIE. SAID SIX ACRE PARCEL AND RIGHT OF WAY AFORESAID BEING ALSO SET FORTH AND DESCRIBED AS FOLLOWS:

DESCRIPTION OF 6.0 ACRES ±
RESIDENCE SITE OUT OF THE JOHN BOWIE PROPERTY
NEAR ANNAPOLIS JUNCTION
FOURTH TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a concrete monument found on the northeasternmost right of way line of Relocated Maryland Route 32 at the end of the South 37 degrees 26 minutes 44 seconds East 283.67 foot line shown on Plat No. 46805 of the State of Maryland, Department of Transportation State Highway Administration Right of Way Plats; said beginning point being distant North 62 degrees 10 minutes 21 seconds East 547.59 feet and North 30 degrees 24 minutes 54 seconds West 255.97 feet from an iron pipe found in June 1981 at the end of the South 66 1/2 degrees West 18 perch line described in the conveyance by Susannah A. Bowie to John Bowie by deed dated January 30, 1902 and recorded among the land records of Anne Arundel County in Liber G.W. 24 folio 247; thence leaving said beginning point so fixed and running with said side of Maryland Route 32 shown on State Highway Administration Right of Way Plats 46805 and 46803 with meridian referred to Anne Arundel County Grid; North 37 degrees 24 minutes 58 seconds West 283.67 feet to a galvanized nail there found and North 42 degrees 12 minutes 07 seconds West 78.19 feet to an iron pipe there set, thence leaving said Maryland Route 32 & running through part of the conveyance by John Bowie, widower to John Bowie, Jr. and Frances Bowie Baldwin by deed dated October 3, 1944 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 319 folio 239, North 43 degrees 53 minutes 26 seconds East 643.86 feet to an iron pipe there set in the low grounds, thence running generally with the low grounds of a swale, South 24 degrees 35 minutes 58 seconds East 204.46 feet, South 19 degrees 18 minutes 52 seconds East 218.38 feet and South 55 degrees 40 minutes 00 seconds East 66.76 feet to an iron pipe there set, thence leaving said low grounds and running South 43 degrees 53 minutes 26 seconds West 555.74 feet to an iron pipe now set in the said northeasternmost right of way line of Maryland Route 32, thence running with said right of way line, North 30 degrees 24 minutes 54 seconds West 96.15 feet to the place of beginning.

547 529

Containing 6.00 Acres more or less according to a survey and plat made by Richard W. Walker and Associates, Inc. Registered Professional Land Surveyors in July 1986.

Being part of the conveyance by John Bowie, widower to John Bowie, Jr. and Frances Bowie Baldwin by deed dated October 3, 1944 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 319 folio 239.

TOGETHER with, as appurtenant forever to the lot and parcel of ground hereinbefore described by metes and bounds and hereby conveyed in fee-simple by this Deed, a general easement and right-of-way fifty (50) feet wide throughout for all purposes, which includes where the existing, new paved (macadamized) driveway which leads into the aforesaid lot and parcel of ground hereinbefore described and hereby conveyed, as aforesaid, from the Jolly Acres County Road now is, the center of which said existing driveway is the center line of said easement and right-of-way area, and as that centerline has now been surveyed, platted, and described by Richard W. Walker Associates, Inc., surveyor, in July, 1986, as follows, to wit:

BEGINNING for the same at the intersection of the existing center line of the paved road with the North 43 degrees 52 minutes 26 seconds East 643.86 foot line of the above described 6.0 acre lot and distant North 43 degrees 53 minutes 26 seconds East 37.02 feet from an iron pipe set at the beginning of said line, thence leaving said line and running with the center line of the existing paved driveway (12 feet wide) North 36 degrees 48 minutes 39 seconds West 480.41 feet to the center line of said Jolly Acres County Road and point of ending.

First:

Beginning for the same in the center of the county Road, at or near the end of the seventh line of the whole tract of land conveyed by William Anderson, father of Susanna Bowie, to Susanna Bowie, by Deed dated February 10, 1872, and recorded among the Land Records of Anne Arundel County in Liber S.H. 6, at folio 364, and running thence with the center of said road, (1) North 51 1/2 degrees West 500 feet; thence (2) North 28 3/4 degrees East 697 feet to a stake; thence (3) South 51 1/2 degrees East 500 feet to the seventh line of the whole tract; thence with the said 7th line (4) South 28 3/4 degrees West 697 feet, to the place of beginning. Containing eight (8) Acres of land more or less.

Second:

Beginning for the same at a point on the Northerly side of a County Road running from "Geyer's Branch" to "Jolly Acres", said point being the Southwesterly corner of the "Cottage Lot", and running thence (1) Northwesterly and binding on said "Jolly Acres" Road, 150 feet to a stake; thence (2) North 27 degrees 15 minutes East 290 feet, and parallel to the second line of "Cottage Lot" to a stake, thence (3) South 51 degrees 30 minutes East 150 feet, and parallel with said County Road, to a point in the Westerly boundary of said "Cottage Lot"; thence (4) along and binding upon said upon said Westerly line of said "Cottage Lot" 290 feet to the place of beginning. Containing One (1) Acre of land more or less.

EXHIBIT A - 1

Being all that land as shown on the following, viz:

Plats entitled, Minor Subdivision of Phase One, The National Business Park, Tax Map 13, & 20, Blocks 3, 4, 16, 21, 22, Parcels 34, 65, 67, & 189, Plat 1 of 5, 2 of 5, 3 of 5, 4 of 5 and 5 of 5, which Plats are recorded among the Land Records of Anne Arundel County in Plat Book No. 112, pages 38, 39, 40, 41 and 42, Plat Nos. 5913, 5914, 5915, 5916 and 5917, a portion thereof is also shown on Plats entitled, Phase Two, a Major Industrial Subdivision of Parcels C & F, previously recorded in Plat Book 112 page 38, Tax Map 13, 20 Blocks 3, 4, 16, 21, 22 parcels 189, 34, 65, 67, The National Business Park, Plat 1 of 6, 2 of 6, 3 of 6, 4 of 6, 5 of 6 and 6 of 6, which Plats are recorded among the Land Records of Anne Arundel County in Plat Book No. 114, pages 12, 13, 14, 15, 16 and 17, Plat Nos. 5986, 5987, 5988, 5989, 5990 and 5991.

Saving and excepting therefrom the following, viz:

Lot No. 2, Marvin H. Anderson, Trustee-Estate No. 0090787, Mont. Co., Plat entitled, Minor Subdivision of Phase One, The National Business Park, Tax Map 13 & 20, Blocks 3, 4, 16, 21, 22, Parcels 34, 65, 67 & 189, Plat 2 of 5 and 4 of 5, which Plats are recorded among the Land Records of Anne Arundel County in Plat Book No. 112, pages 39 and 41, Plat Nos. 5914 and 5916.

Lot No. 3, as shown on Plat entitled, Minor Subdivision of Phase One. The National Business Park, Tax Map 13 & 20, Blocks 3, 4, 16, 21, 22 Parcels 34, 65, 67 & 189, Plat 2 of 5 and 4 of 5, which Plats are recorded among the Land Records of Anne Arundel County in Plat Book No. 112, pages 39 and 41, Plat Nos. 5914 and 5916.

Lots 6 and 7, as shown on Plat entitled, Phase Two, a Major Industrial Subdivision of Parcels C & F, previously recorded in Plat Book No. 112, page 38, Tax Map 13 & 20, Blocks 3, 4, 16, 21, 22, Parcels 189, 34, 65, 67, The National Business Park, Sheet 4 of 6 and 5 of 6, which Plats are recorded among the Land Records of Anne Arundel County in Plat Book No. 114, pages 15 and 16, Plat Nos. 5989 and 5990.

For title see the following, viz:

Deed dated July 16, 1986, and recorded among the Land Records of Anne Arundel County in Liber 4109, folio 499, between Frances Bowie Baldwin and Jolly Acres Limited Partnership.

Deed dated July 16, 1986, and recorded among the Land Records of Anne Arundel County in Liber 4109, folio 509, between Audrey L. Bowie and Jolly Acres Limited Partnership.

Deed dated July 9, 1986, and recorded among the Land Records of Anne Arundel County in Liber 4109, folio 528, between Grover T. Smith and Ruble H. Smith, his wife and Jolly Acres Limited Partnership.

Saving and excepting therefrom the following, viz:

Deed dated July 8, 1988, and recorded among the Land Records of Anne Arundel County in Liber 4656, folio 459, between Jolly Acres Limited Partnership and United States of America.

.. Deed dated August 15, 1988, and recorded among the Land Records of Anne Arundel County in Liber 4701, folio 47, between Jolly Acres Limited Partnership, et al. and Anne Arundel County, Maryland.

That portion of Lot No. 4 and 5, as shown on Plat entitled, Phase Two, a Major Industrial Subdivision of Parcels C & F previously recorded in Platbook 112 page 38, Tax Map 13, 20, Blocks 3, 4, 16, 21, 22, Parcels 189, 43, 65 & 67, The National Business Park, Plat 2 of 6, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 114, page 12, plat No. 5987, which is vested in Arbitrage Land Limited Partnership.

Not subject to recordation tax

Principal amount is:
\$909,500.74

INDEMNITY FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF Anne Arundel
COUNTY, MARYLAND AND WITH THE MARYLAND STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION

This Financing Statement is presented to a Filing Officer
pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF GUARANTOR (HEREINAFTER "DEBTOR"):

TEMORA HOME BUILDERS, INC.
406 Headquarters Drive
Suite 207
Millersville, Maryland 21108

RECORD FEE 11.00
POSTAGE .50
#598430 C237 R02 T11:49
10/31/89

2. NAME AND ADDRESS OF SECURED PARTY:

SARAH BANK TRUST
1777 Reisterstown Road
Commerce Center East Suite 135
Baltimore, Maryland 21208

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. This Financing Statement covers all right, title and
interest of the Debtor in and to the following types (or items) of
property:

(a) The Debtor's fifty (50%) percent interest in
East Side Partnership.

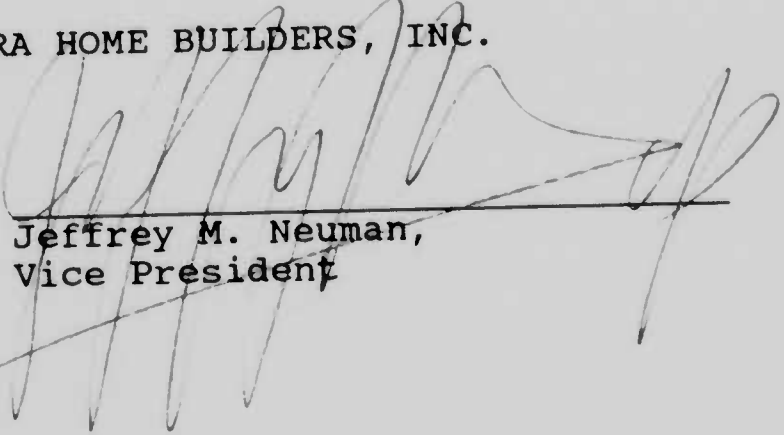
4. This Financing Statement also covers (a) all "Proceeds"
of the Property, as such term is defined in the Maryland Uniform
Commercial Code.

5. The aforesaid items are included as security in a
Collateral Assignment of Partnership Interest and Stock
Certificates and Security Agreement from Debtor to the secured
party.

DEBTOR:

TEMORA HOME BUILDERS, INC.

By:


Jeffrey M. Neuman,
Vice President

547-531

Filing Officer: After recordation, please return this Financing Statement to:

Arvin E. Rosen, Esquire
Siskind, Burch, Grady & Rosen
Jefferson Building
Two East Fayette Street
8th Floor
Baltimore, Maryland 21202

0013.50\Finance.4
kmb\ks
10.18.89

547-535

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
#598830 C237 R02 T12:26
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 203 (Building 16) as shown on the Plats entitled "Phase 7, Building 16, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-40, pages 16 through 20, inclusive, Plats No. E-1966 through E-1970, inclusive.

Dated: August 28, 1989

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson
Scott C. Nicholson
Assistant Vice President

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(109-89)

547 536

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No.

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
#598840 C237 R02 T12:26
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910



From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 202 (Building 8) as shown on the Plats entitled "Phase 13, Building 8, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 14 through 18, inclusive, Plats No. E-2114 through E-2118 inclusive.

Dated: September 12, 1989

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson

Scott C. Nicholson
Assistant Vice President

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(158-89)

1000

517-537

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 318 Page No. 382
ID No. _____

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
#598850 C237 R02 T12427
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910



From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 104 (Building 3) as shown on the Plats entitled "Phase 18, Building 3, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-41, pages 19 through 23, inclusive, Plats No. E-2019 through E-2023, inclusive.

Dated: September 12, 1989

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson

FILE IN:

Scott C. Nicholson
Assistant Vice President

() SDAT
() Land Records
(✓) Financing Statements

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(106-89)

10-89

547 538

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
#598860 C237 R02 T12:27
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910



From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 102 (Building 4) as shown on the Plats entitled "Phase 17, Building 4, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-41, pages 36 through 40, inclusive, Plats No. E-2036 through E-2040, inclusive.

Dated: September 12, 1989

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson
Scott C. Nicholson
Assistant Vice President

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(088-89)

10 88

547 539

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
#598870 C237 R02 T12427
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910



From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 203 (Building 11) as shown on the Plats entitled "Phase 10, Building 11, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 9 through 13, inclusive, Plats No. E-2109 through E-2113 inclusive.

Dated: September 25, 1989

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson

Scott C. Nicholson
Assistant Vice President

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(129-89)

10 30

547-540

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
#598890 C237 R02 T12:28
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT



From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 303 (Building 8) as shown on the Plats entitled "Phase 13, Building 8, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 14 through 18, inclusive, Plats No. E-2114 through E-2118 inclusive.

Dated: September 26, 1989

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson

Scott C. Nicholson
Assistant Vice President

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(188-89)

547 541

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
#598890 C237 R02 T12:28
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910



From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 201 (Building 9) as shown on the Plats entitled "Phase 12, Building 9, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 33 through 37, inclusive, Plats No. E-2083 through E-2087 inclusive.

Dated: September 26, 1989

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson
Scott C. Nicholson
Assistant Vice President

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(107-89)

1053

547-542

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
#598900 C237 R02 T12:29
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 102 (Building 9) as shown on the Plats entitled "Phase 12, Building 9, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-42, page 33, through 37 inclusive, at Plat Nos. E-2083 through E-2087, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Unit 303 (Building 10) as shown on the Plats entitled "Phase 11 Building 10, Cromwell Fountain - Section I", which Plats are recorded among the Land Records in Anne Arundel County in Condominium Plat Book E-42, page 50, and in Condominium Plat Book E-43 pages 1 through 4, inclusive, Plat No. E-2100 through E-2104, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Unit 103 (Building 11) as shown on the Plats entitled "Phase 10, Building 11 Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 9 through 13, inclusive, Plats No. E-2109 through E-2113, inclusive.

Dated: September 26, 1989

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson
Scott C. Nicholson
Assistant Vice President

FILE IN:

- () SDAT
() Land Records
(✓) Financing Statements

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(120-89/035-89/145/89)

547 543

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
#598910 C237 R02 T12:46
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 302 (Building 8) as shown on the Plats entitled "Phase 13, Building 8, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, page 14, through 18 inclusive, at Plat Nos. E-2114 through E-2118, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Unit 101 (Building 14) as shown on the Plats entitled "Phase 5, Building 14, Cromwell Fountain - Section I", which Plats are recorded among the Land Records in Anne Arundel County in Condominium Plat Book E-39, page 50, and in Condominium Plat Book E-40 pages 1 through 4, inclusive, Plat No. E-1950 through E-1954, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Unit 302 (Building 1) as shown on the Plats entitled "Phase 20, Building 2, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-40, pages 49 through 50, inclusive and in Plat Book E-41, pages 1 through 3, inclusive, Plats No. E-1999 through E-2003, inclusive.

Dated: September 26, 1989 FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson

Scott C. Nicholson
~~XXXXXXXXXX~~
Assistant Vice President

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(186-89/187-89/166/89)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520 Page No. 267
ID No. 270735

- William J. Wroten
Jean L. Wroten
Name or Names - Print or Type
1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip
- Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type
2. Secured Party 200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip
3. Maturity Date (if any) June 25, 1989

4. Check Applicable Statement:

<p>A. Continuation.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release.....<input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other.....<input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>RECORD FEE 10.00 POSTAGE .50 #598920 C237 R02 T12:47 10/31/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot Nos. lot 50, as shown on the Plats of "Merriweather", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, pages 10 and 11, SAVING AND EXCEPTING therefrom Lot No. 64, as shown on said Plats.

Dated: September 20, 1989

MERCANTILE MORTGAGE CORPORATION

Paul W. PaulMERCANTILE-SAFE DEPOSIT AND TRUST
COMPANYPaul A. Stuart, J.P.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(410-489-8989)

CLERK

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520
ID No. 270735Page No. 267

1. Debtor(s) William J. Wroten
Jean L. Wroten
Name or Names - Print or Type

P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type

200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip

3. Maturity Date (if any) June 25, 1989

4. Check Applicable Statement:

A. Continuation.....☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....☒
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
*See below.

C. Assignment.....☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....☐
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#598930 C237 R02 T12:47
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot Nos. 41, as shown on the Plats of "Merriweather", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, pages 10 and 11, SAVING AND EXCEPTING therefrom Lot No. 64, as shown on said Plats.

Dated: 8/24/89

MERCANTILE MORTGAGE CORPORATION

Paul W. ParksMERCANTILE-SAFE DEPOSIT AND TRUST
COMPANYPaul A. Stuart, J. P.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(095-89)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520 Page No. 267
ID No. 270735

William J. Wroten

Jean L. Wroten

Name or Names - Print or Type

1. Debtor(s)

P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip2. Secured
PartyMercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company

Name or Names - Print or Type

200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip3. Maturity Date (if any) June 25, 1989

4. Check Applicable Statement:

A. Continuation.....☐

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....☒From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
*See below.C. Assignment.....☐

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....☐

(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#593940 C237 R02 T12:48
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURTBEING KNOWN AND DESIGNATED as Lot Nos. 38, as shown on the Plats of "Merriweather", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, pages 10 and 11, SAVING AND EXCEPTING therefrom Lot No. 64, as shown on said Plats.Dated: 8/24/89

MERCANTILE MORTGAGE CORPORATION

Paul W. ParkerMERCANTILE-SAFE DEPOSIT AND TRUST
COMPANYPaul A. Stuart
Paul A. Stuart, Vice PresidentPlease return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(080-89)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520
ID No. 270735Page No. 267

1. Debtor(s) William J. Wroten
Jean L. Wroten
Name or Names - Print or Type
- P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip
2. Secured Party Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type
- 200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip
3. Maturity Date (if any) June 25, 1989

4. Check Applicable Statement:

A. Continuation.....☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....☒
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
*See below.

C. Assignment.....☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....☐
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#598950 C237 R02 T12:48
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot Nos. 35, as shown on the Plats of "Merriweather", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, pages 10 and 11, SAVING AND EXCEPTING therefrom Lot No. 64, as shown on said Plats.

Dated: 8/24/89

MERCANTILE MORTGAGE CORPORATION

Paul W. RohrMERCANTILE-SAFE DEPOSIT AND TRUST
COMPANYPaul A. Stuart, Vice President

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(081-89)

547 548

A.A. Co. Fin. Records

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523 Page No. 506
ID No. _____

- Eagle Development Corporation
Name or Names - Print or Type
1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip
2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type
114 E. Lexington Street, Baltimore, Maryland 21202
Address-Street No. City, State Zip
3. Maturity Date (if any) _____
4. Check Applicable Statement:

<p>A. Continuation.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release.....<input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other.....<input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>RECORD FEE 10.00 POSTAGE .50 #598960 C237 R02 T12:48 10/31/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot Nos. Nine (9) as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: September 26, 1989 PROVIDENT BANK OF MARYLAND

Alex J. Suggs

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(153-89)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523
ID No. _____Page No. 506

- Eagle Development Corporation
Name or Names - Print or Type
1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip
2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type
114 E. Lexington Street, Baltimore, Maryland 21202
Address-Street No. City, State Zip
3. Maturity Date (if any) _____
4. Check Applicable Statement:

<p>A. Continuation.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release.....<input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other.....<input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>RECORD FEE 10.00 POSTAGE .50 #598970 C237 R02 T12:49 10/31/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p> <p>BL CLERK</p>

BEING KNOWN AND DESIGNATED as Lot Nos. Lots 22 and 34 as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: August 29/89

PROVIDENT BANK OF MARYLAND

Alex J. Tuzginski

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(092-89/090-89)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523
ID No. _____Page No. 506Eagle Development Corporation

Name or Names - Print or Type

1. Debtor(s)

P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip2. Secured
PartyProvident Bank of Maryland

Name or Names - Print or Type

114 E. Lexington Street, Baltimore, Maryland 21202
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

A. Continuation..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.	B. Partial Release..... <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.
C. Assignment..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other..... <input type="checkbox"/> (Indicate whether amendment, termination, etc.) <div style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #598980 C237 R02 T12:49 10/31/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT</div>

BEING KNOWN AND DESIGNATED as Lot Nos. Seventy-six (76) as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.Dated: August 30, 1989

PROVIDENT BANK OF MARYLAND

Aless J. TuggenbuhPlease return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(104-89)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523Page No. 506

ID No. _____

Eagle Development Corporation

Name or Names - Print or Type

1. Debtor(s)

P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip2. Secured
PartyProvident Bank of Maryland

Name or Names - Print or Type

114 E. Lexington Street, Baltimore, Maryland 21202
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

A. Continuation.....☐

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....☒From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
*See below.C. Assignment.....☐

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....☐
(Indicate whether amendment, termination, etc.)RECORD FEE 10.00
POSTAGE .50
H598990 C237 R02 T12:50
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURTBEING KNOWN AND DESIGNATED as Lot Nos. Eighty-three (83) as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.Dated: 9/15/89

PROVIDENT BANK OF MARYLAND

Alex J. SuggentPlease return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(180-89)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523
ID No. _____Page No. 506

1. Debtor(s) Eagle Development Corporation
Name or Names - Print or Type
P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip
2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type
114 E. Lexington Street, Baltimore, Maryland 21202
Address-Street No. City, State Zip
3. Maturity Date (if any) _____
4. Check Applicable Statement:

A. Continuation.....☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....☒
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
*See below.

C. Assignment.....☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....☐
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#599000 0237 R02 T12:50
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT



BEING KNOWN AND DESIGNATED as Lot Nos. LOT 8 as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: October 2, 1989

PROVIDENT BANK OF MARYLAND

Alan J. Ruggieri

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(124-89)

10-30

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522
ID No. 2714062Page No. 370

1. Debtor(s) Frank J. Scott, Sr.
Name or Names - Print or Type
305 E. Furnace Branch Road, Glen Burnie, MD 21061
Address-Street No. City, State Zip
2. Secured Party Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type
200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip
3. Maturity Date (if any) _____
4. Check Applicable Statement:

A. Continuation.....☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....☒
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
*See below.

C. Assignment.....☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....☐
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#599010 C237 R02 T12:50
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT



BEING KNOWN AND DESIGNATED as Lot(s) Numbered Twenty-nine (29), as shown on the plats entitled "Amended Plats of Westwood Manor" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 109, pages 30 and 31.

Dated: September 20, 1989 MERCANTILE MORTGAGE CORPORATION

Paul W. Poulos

MERCANTILE-SAFE DEPOSIT AND TRUST

Paul C. Stuart

Paul A. Stuart, V.P.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(179-89)

10⁰⁰

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522
ID No. 2714062Page No. 370

1. Debtor(s) Frank J. Scott, Sr.
Name or Names - Print or Type
305 E. Furnace Branch Road, Glen Burnie, MD 21061
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type
200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

A. Continuation.....☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....☒
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
*See below.

C. Assignment.....☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....☐
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#599020 C237 R02 T12:51
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT



BEING KNOWN AND DESIGNATED as Lot(s) Numbered Lot 22, as shown on the plats entitled "Amended Plats of Westwood Manor" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 109, pages 30 and 31.

Dated: 9/5/89 MERCANTILE MORTGAGE CORPORATION

Paul W. Parker
MERCANTILE-SAFE DEPOSIT AND TRUST

Paul A. Hart, Vice President

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(115-89)

547 555

TO BE FILED IN THE FINANCING RECORDS OF ANNE ARUNDEL COUNTY

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520 Page No. 2
Identification No. 270554 Dated November 10, 1987

1. Debtor(s) { SULIN ENTERPRISES, LTD
Name or Names—Print or Type
1133 Greenwood Road Baltimore, Maryland 21208
Address—Street No., City - County State Zip Code

2. Secured Party { YORKRIDGE-CALVERT SAVINGS AND LOAN ASSOCIATION
Name or Names—Print or Type
3725 OLD COURT ROAD BALTIMORE, MD 21208
Address—Street No., City - County State Zip Code

3. Maturity Date (If any) _____
4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: LISTED BELOW **</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

** Lot 101, as shown on the Plat entitled "Plat 2, Section 5, Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 104 folio 40.

RECORD FEE 10.00
POSTAGE .50
#599040 C237 R02 T13:04
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT



Dated: March 28, 1989 YORKRIDGE - CALVERT SAVINGS AND LOAN ASSN.
Name of Secured Party
Bonita L. Taylor
Signature of Secured Party
BONITA L. TAYLOR, ASSISTANT VICE PRESIDENT
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10 50
Fountainhead Title Group
576-E Ritchie Hwy.
Severna Park, MD 21146
9686

547-556

TO BE FILED IN THE FINANCING RECORDS OF ANNE ARUNDEL COUNTY

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520

Page No. 2

Identification No. 270554

Dated November 10, 1987

1. Debtor(s) { SULIN ENTERPRISES, LTD
Name or Names—Print or Type
1133 Greenwood Road Baltimore, Maryland 21208
Address—Street No., City - County State Zip Code

2. Secured Party { YORKRIDGE-CALVERT SAVINGS AND LOAN ASSOCIATION
Name or Names—Print or Type
3725 OLD COURT ROAD BALTIMORE, MD 21208
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)

BEING KNOWN AND DESIGNATED AS LOT No. 72 as shown on the Plat entitled "Plat 2, Section 5, Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 104, Foilo 40.

RECORD FEE 10.00
POSTAGE .50
#599050 C237 R02 T13:05
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT



Dated: July 7, 1989

YORKRIDGE-CALVERT SAVINGS & LOAN ASSOCIATION
Name of Secured Party

Bonita L. Taylor
Signature of Secured Party

BONITA L. TAYLOR, ASSISTANT VICE PRESIDENT
Type or Print (Include Title if Company)

Local Bros. Form T-1

15 89
510.50
Fountainhead Title Group
576-E Ritchie Hwy.
Severna Park, MD 21146

#

STATE OF MARYLAND 547 557

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279028

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 10/26/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MARCY A. KELLY, CPA
Address 404 GRAIN HIGHWAY, S.W., GLEN BURNIE, MD 21061

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE
Address P.O. DRAWER 70, GLEN BURNIE, MARYLAND 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) OCTOBER 26, 1992

4. This financing statement covers the following types (or items) of property: (list)

IBM COMPUTER SYSTEM

RECORD FEE 11.00
POSTAGE .50
#497520 C777 R03 T10-32
10/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)
MARCY A. KELLY, CPA

BY: Marcy A. Kelly
(Signature of Debtor)

MARCY A. KELLY, PRESIDENT

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

Dorothy A. Adel
(Signature of Secured Party)

DOROTHY A. ADEL, ASSISTANT VICE PRESIDENT

Type or Print Above Signature on Above Line

547 558

270027

TO BE FILED WITH FINANCING RECORDS
ANNE ARUNDEL COUNTY
RECORDATION TAX PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

FINANCING STATEMENT

1. Name & Address of Debtor: STEVEN W. WASHINGTON
760 Old Herald Harbor Road
Crownsville, Maryland 21035

2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB
1726 West Street
Annapolis, Maryland 21401

3. This Financing Statement covers the following types (or items) of property:

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 8061 Telegraph Road, Severn, Maryland 21144, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 8061 Telegraph Road, Severn, Maryland 21144, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:

Secured Party:

SEVERN SAVINGS BANK, FSB

Steven W. Washington
STEVEN W. WASHINGTON

By: Alan J. Hyatt

Alan J. Hyatt, President



547 559

272023

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$515,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security for the same loan.

DATE: *October 26*, 1989

RECORD FEE 13.00

POSTAGE .50

#600520 0237 R02 T12:20

11/01/89

FINANCING STATEMENT

1. Debtor:

FIRST MARYLAND CONSTRUCTION
COMPANY

Address:

1710 Peach Tree Lane
Bowie, Maryland 20716

H. ERLE SCHAFER

CLERK, CIRCUIT COURT

2. Secured Party:

FARMERS NATIONAL BANK OF
MARYLAND

Address:

5 Church Circle
Annapolis, Maryland 21401

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or

547 560

hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to Russell R. Till and Willaim A. Walker II, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Farmers National Bank of Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

SECURED PARTY:

FIRST MARYLAND CONSTRUCTION
COMPANY

FARMERS NATIONAL BANK OF MARYLAND

BY: Donald L. Knotts PRES, BY: Frank J. Hannon
Donald L. Knotts, President

547 561

SCHEDULE A

ALL THAT LOT OF GROUND situate in Anne Arundel County, State of Maryland, being known and designated as Lot 1 as shown on Plat Two of Three, of the Plat entitled "Cluster Subdivision, Harbour Glen", which is duly recorded among the Land Records of Anne Arundel County, Maryland at Plat Book 105, pages 23, 24 and 25.

ANNE ARUNDEL COUNTY, MARYLAND
FINANCING STATEMENT

270020

- / / To Be Recorded in the Land Records.
/X/ To Be Recorded among the Financing Statement Records.
/ / Not Subject to Recordation Tax.

/X/ Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,000. The Debtor(s) certify(ies) that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Circuit Court of Anne Arundel County.

Debtor(s) Name(s) and Address(es):

Illustrations, Inc.
P.O. Box 3349
Crofton, MD 21114

Secured Party:

The Columbia Bank
10480 Little Patuxent Parkway
Columbia, Maryland 21044

This Financing Statement covers the property checked below:

/X/ Inventory. All of the inventory of each Debtor, wherever located, both now owned and hereafter acquired, and as the same may now and hereafter from time to time be constituted.

/X/ Accounts. All of the accounts of each Debtor both now owned and hereafter acquired.

/X/ General Intangibles. All of the general intangibles of each Debtor both now owned and hereafter acquired.

/X/ Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created.

/X/ All Equipment and Fixtures. All of the equipment of each Debtor both now owned and hereafter acquired.

/ / Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference.

/ / Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference.

Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts; and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

/ / Fixtures. If this box is checked, all or a portion of the property described above is affixed to or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is(are) _____.

Debtor(s)
(Individual(s))

Name of Borrower (SEAL)

(SEAL)

DEBTOR

(Corporation or Partnership)

Illustrations, Inc.

By: Ron Holder (SEAL)

Name: Ron Holder
Title: President

Please return to:

Form 202 (10/88) Eugenie C. Schwind, Legal Assistant
Frank, Bernstein, Conaway & Goldman
American City Building
10227 Wincopin Circle, Suite 700
Columbia, Maryland 21044

[Handwritten signature]

CERTIFICATION AND AFFIDAVIT OF
ALLOCATION OF MARYLAND RECORDATION TAX

Illustrations, Inc., a Maryland corporation ("Debtor") hereby certifies under the penalties of perjury as of the date hereof that, according to the books and records of Debtor, and certain appraisals performed on behalf of Debtor, the approximate value of the collateral and amount of recordation tax due, with respect to the Financing Statements attached hereto and incorporated by reference herein, as of the date hereof is as follows:

1. Value of exempt collateral \$ 46,734
(inventory, contract rights, general
intangibles, accounts, farm products,
or equipment used in farming operations)
2. Value of non-exempt collateral \$ 183,899
3. Total Value of collateral \$ 230,633
4. Computation of Amount of Debt Not Exempt from Recordation Tax:

Value of Non-Exempt Collateral	x	Total Amount of Debt Secured	=	Amount of Non-Exempt Debt
\$ <u>183,899</u>	x	\$ <u>50,000</u>		\$ <u>39,868</u>
\$ <u>230,633</u>		\$ <u>1.00</u>		
5. Tax Rate = \$ 7.00 per \$1,000.00.
6. Recordation Tax Due on Non-Exempt Debt \$ 280.00

IN WITNESS WHEREOF, the undersigned on behalf of Illustrations, Inc., hereby certifies that to the best of the undersigned's knowledge, information and belief the statements and information contained in this CERTIFICATION AND AFFIDAVIT OF ALLOCATION OF MARYLAND RECORDATION TAX are true and correct in all material respects as of this 25th day of October, 1989.

Illustrations, Inc.

Debtor

By: Ron Holder (SEAL)
Name: Ron Holder
Title: President

ECS/05-15-89
8104Q
FORM

547-564

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 25th day of OCTOBER, 1989, before me, the subscriber, a Notary Public in and for the City/County and State aforesaid, personally appeared RON HOLDER, known to me (or satisfactorily proven) to be the PRESIDENT of ILLUSTRATIONS, INC, and whose name is subscribed to the within instrument, and he acknowledged that he executed the same on behalf of said corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Reg. J. K. Now (SEAL)

My Commission Expires: _____

My Commission Expires July 1, 1990

547 ME 565

279030

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. 6-66-292#989 (any):

1. Debtor(s) (Last Name First) and address(es) Leonard, Collinson & Moore, Inc. 1641 Rte. #3, North Suite 207 Crofton, Maryland 21114	2. Secured Party(ies) and address(es) Dominion Bank of Maryland, N.A. P.O. Box 300 Millersville, Maryland 21108	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #498650 0717 R03 T14:12 11/01/89 H. ERLE SCHAFER 18 CO. CIRCUIT COURT 5. Assigned to Secured Party and Address(es) BL CLERK
---	--	---

4. This financing statement covers the following types (or items) of property:

- (1) N/R Dresser Model VOS PD66A SN#490129
Vibratory Roller

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered. ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:
Filed with:

Leonard, Collinson & Moore, Inc.

Dominion Bank of Maryland, N.A.

By: [Signature] 11/13/89

Signature(s) of Debtor(s)

By: [Signature]

Jerry Duffy/Vice Pres./Leasing Serv. Div.

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

547 DEC 566

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279031

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sunset GraphicsAddress 7432 Furnace Branch Rd., Glen Burnie, MD 21061

2. SECURED PARTY

Name AGFA FINANCIAL SERVICES, INC.Address 200 Ballardvale StreetWilmington, MA 01887

RECORD FEE 11.00

POSTAGE .50

#498630 0777 R03 T14:11

11/01/89

Person And Address To Whom Statement Is To Be Returned If Different From Above.

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

System MCSPV5and related items as more fully set forth on lease dated 8/22/89, by and betweenSunset Graphics and

AGFA Financial Services, Inc. This filing is being made in the event that contrary to the party's understanding and intent, the lease of the described system is held to be a secured transaction under the uniform commercial code. This filing is made in accordance with Article 9, Section 408.

Name and address of Assignee

Exempt from Recordation Tax

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)John Brittingham
(Signature of Debtor)JO ANN BRITTINGHAM
Type or Print Above Name on Above LineDiane Keyes
(Signature of Debtor)DIANE KEYES
Type or Print Above Signature on Above LineC. A. ...
(Signature of Secured Party)AGFA FINANCIAL SERVICES, INC.
Type or Print Above Signature on Above Line

11.50



3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

547 567

279032

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

B. Green & Co., Inc.
7855 Rappahannock Avenue
Jessup, Maryland 20794

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party(ies) Name and Mailing Address:

Sara Lee Corporation d/b/a Jimmy
Dean Meat Company
5001 Spring Valley Road, Suite 630E
Dallas, Texas 75244-3942

4. Assignee Name and Mailing Address:

5. This Financing Statement covers the following types (or items) of property.

(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

All Sara Lee Corporation d/b/a Jimmy Dean Meat Company products, including but not limited to meat products, fresh or frozen, acquired by B. Green & Co., Inc. for warehousing and delivery on behalf of Sara Lee Corporation d/b/a Jimmy Dean Meat Company wherever such products are located, including but not limited to B. Green & Co., Inc.'s business address at 7855 Rappahannock Avenue, Jessup, Maryland 20794 including all proceeds thereof or attributable or accruing thereto.

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.

RECORD FEE 11.00
POSTAGE .50
#498480 C177 R03 T13:59
11/01/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT



Check only
if applicable

☒ Products of collateral are also covered.

☐ This Financing Statement is to be filed for record
in the real estate records. Number of additional sheets presented _____

6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

Check
appropriate
box

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
- ☐ already subject to a financing statement filed in another county, or
- ☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
- ☐ as to which the filing has lapsed, or
- ☐ acquired after a change of name, identity or corporate structure of the debtor.

B. GREEN & CO., INC.

SARA LEE CORPORATION D/B/A JIMMY
DEAN MEAT COMPANY

Use whichever signature line is applicable

By

Signature(s) of Debtor(s)
Allen Gallant, Vice Pres. of Finance

By

Signature(s) of Secured Party(ies)
VP of Fin/Administration

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—THE ODEE COMPANY, P.O. BOX 550488, DALLAS, TEXAS 75355

(1) Filing Officer Copy—Numerical

STANDARD FORM—FORM UCC-1 (Rev. 8/1/87) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS



3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

547-568

279033

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

B. Green & Co., Inc.
7855 Rappahannock Avenue
Jessup, Maryland 20794

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party(ies) Name and Mailing Address:

Sara Lee Corporation d/b/a Jimmy
Dean Meat Company
5001 Spring Valley Road, Suite 630E
Dallas, Texas 75244-3942

4. Assignee Name and Mailing Address:

5. This Financing Statement covers the following types (or items) of property.
(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

All Sara Lee Corporation d/b/a Jimmy Dean Meat Company products, including but not limited to meat products, fresh or frozen, acquired by B. Green & Co., Inc. for warehousing and delivery on behalf of Sara Lee Corporation d/b/a Jimmy Dean Meat Company wherever such products are located, including but not limited to B. Green & Co., Inc.'s business address at 7855 Rappahannock Avenue, Jessup, Maryland 20794 including all proceeds thereof or attributable or accruing thereto.

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.

RECORD FEE 11.00
POSTAGE .50
#498490 6777 R03 113:59
11/01/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Check only
if applicable

- ☒ Products of collateral are also covered.
☒ This Financing Statement is to be filed for record
in the real estate records. Number of additional sheets presented _____



6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

Check
appropriate
box

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
☐ already subject to a financing statement filed in another county, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ as to which the filing has lapsed, or
☐ acquired after a change of name, identity or corporate structure of the debtor.

B. GREEN & CO., INC.

**SARA LEE CORPORATION D/B/A JIMMY
DEAN MEAT COMPANY**

Use whichever signature line is applicable

By

Allen Gallant

Signature(s) of Debtor(s)

Allen Gallant, Vice Pres. of Finance

By

Angelo J. Laro
VP of Fin/Administration

Signature(s) of Secured Party(ies)

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—THE ODEE COMPANY, P.O. BOX 550488, DALLAS, TEXAS 75355

(1) Filing Officer Copy—Numerical

STANDARD FORM—FORM UCC-1 (Rev. 8/1/87) * 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS



3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

547 569

279031

1. ~~Debtor's~~ Name and Mailing Address: (Do not abbreviate)
Consignee

B. Green & Co., Inc.
7855 Rappahannock Avenue
Jessup, Maryland 20794

Microfilm Index Number: (Filing Officer's Use Only)

2. ~~Secured Party's~~ Name and Mailing Address:
Consignor

Sara Lee Corporation d/b/a Jimmy
Dean Meat Company
5001 Spring Valley Road, Suite 630E
Dallas, Texas 75244-3942

4. Assignee Name and Mailing Address:

5. This Financing Statement covers the following types (or items) of property.
(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

All Sara Lee Corporation d/b/a Jimmy Dean Meat Company products, including but not limited to meat products, fresh or frozen, acquired by B. Green & Co., Inc. for warehousing and delivery on behalf of Sara Lee Corporation d/b/a Jimmy Dean Meat Company wherever such products are located, including but not limited to B. Green & Co., Inc.'s business address at 7855 Rappahannock Avenue, Jessup, Maryland 20794 including all proceeds thereof or attributable or accruing thereto.

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.

RECORD FEE 11.00
POSTAGE .50
#498500 0777 R03 113:57
11/01/87
H. ERLE SCHAFER
AA CO. CIRCUIT COURT



Check only
if applicable

- ☒ Products of collateral are also covered.
☒ This Financing Statement is to be filed for record
in the real estate records. Number of additional sheets presented _____

6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
☐ already subject to a financing statement filed in another county, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ as to which the filing has lapsed, or
☐ acquired after a change of name, identity or corporate structure of the debtor

Check
appropriate
box

B. GREEN & CO., INC.

SARA LEE CORPORATION D/B/A JIMMY
DEAN MEAT COMPANY

Use whichever signature line is applicable

By

Allen Gallant, Vice Pres. of Finance

By

Angelo D. Laro
VP of Financial Administration

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—THE ODEE COMPANY, P.O. BOX 550488, DALLAS, TEXAS 75355

(1) Filing Officer Copy— Numerical

STANDARD FORM—FORM UCC-1 (Rev. 8/1/87) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS

[Redacted]

3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

547 570

270035

1. ~~Debtor's~~ Name and Mailing Address: (Do not abbreviate)
Consignee

B. Green & Co., Inc.
7855 Rappahannock Avenue
Jessup, Maryland 20794

Microfilm Index Number: (Filing Officer's Use Only)

2. ~~Secured Party's~~ Name and Mailing Address:
Consignor

Sara Lee Corporation d/b/a Jimmy
Dean Meat Company
5001 Spring Valley Road, Suite 630E
Dallas, Texas 75244-3942

4. Assignee Name and Mailing Address:

5. This Financing Statement covers the following types (or items) of property.
(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

All Sara Lee Corporation d/b/a Jimmy Dean Meat Company products, including but not limited to meat products, fresh or frozen, acquired by B. Green & Co., Inc. for warehousing and delivery on behalf of Sara Lee Corporation d/b/a Jimmy Dean Meat Company wherever such products are located, including but not limited to B. Green & Co., Inc.'s business address at 7855 Rappahannock Avenue, Jessup, Maryland 20794 including all proceeds thereof or attributable or accruing thereto.

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.

RECORD FEE 11.00
POSTAGE .30
#498510 C777 R03 T13:37
11/01/87
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Check only
if applicable

- ☒ Products of collateral are also covered.
☐ This Financing Statement is to be filed for record
in the real estate records. Number of additional sheets presented _____



6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

Check
appropriate
box

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
☐ already subject to a financing statement filed in another county, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ as to which the filing has lapsed, or
☐ acquired after a change of name, identity or corporate structure of the debtor.

B. GREEN & CO., INC.

SARA LEE CORPORATION D/B/A JIMMY
DEAN MEAT COMPANY

Use whichever signature line is applicable

By [Signature]
Signature(s) of ~~Debtor's~~ Consignee
Allan Gallant, Vice Pres. of Finance

By [Signature]
Signature(s) of ~~Secured Party's~~ Consignor
VP of Fin/ Administration

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—THE ODEE COMPANY, P.O. BOX 550488 DALLAS, TEXAS 75355

(1) Filing Officer Copy—Numerical

STANDARD FORM—FORM UCC-1 (Rev. 8/1/87) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS

547 571 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 279036

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 10/22/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ALLEN R. ROBINSON
Address 1215 WILSON ROAD, GLEN BURNIE, MD 21061

2. SECURED PARTY

Name The Bank of Glen Burnie
Address 101 Grain Highway, SE, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) OCTOBER 22, 1991
4. This financing statement covers the following types (or items) of property: (list)

1989 CUB CADET LAWN TRACTOR
Serial # 792330

RECORD FEE 11.00
POSTAGE .50
#498740 CTTT R03 T14:17
11/01/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT



CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- XX ☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

X Allen R. Robinson
(Signature of Debtor)

ALLEN R. ROBINSON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

X Stephen G. Boyd
(Signature of Secured Party)

STEPHEN G. BOYD, SENIOR VICE PRESIDENT
Type or Print Above Signature on Above Line

115

547 572
MARYLAND FINANCING STATEMENT

270037

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Pollux Corporation
(Name or Names)
8280 Patuxent Range Road, Jessup, Maryland 20794
(Address) EBL 118
LESSEE
(Name or Names)
(Address)
2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234
3. ASSIGNEE (if any) EB Industrial Leasing Corporation
Of LESSOR
(Name or Names)
898 Airport Park Road Suite 100 Glen Burnie, Maryland 21061
(Address)

4. This financing Statement covers the following types (or items) of property:

1 - Singleton Model SCCH #22 Salt Fog Corrosion Test Cabinet

RECORD FEE 11.00
POSTAGE .50
#498760 CTT7 R03 T14:18
11/01/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)



LESSEE	LESSOR
<u>Pollux Corporation</u>	<u>CHESAPEAKE INDUSTRIAL LEASING CO., INC.</u>
By: <u>R N Rounds</u> VP-Finance	By: <u>Brian G. Connolly</u> Manager
<u>R N Rounds</u> (Title)	<u>Brian G. Connolly</u> (Title)
(Type or print name of person signing)	(Type or print name of person signing)
By: _____	Return to: <u>CHESAPEAKE INDUSTRIAL LEASING CO., INC.</u>
(Title)	<u>8767 SATYR HILL ROAD</u>
(Type or print name of person signing)	<u>BALTIMORE, MD 21234</u>

11/60

547 573

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Munao, Inc. & Munroe, Walter James, Individually 8101 Ritchie Highway Pasadena, MD 21122	2. Secured Party(ies) and address(es) Signet Bank P.O. Box 2373 Baltimore, MD 21203 Attn: T0506	For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #498170 C777 R03 114131 11/01/89 H. ERLE SCHAFER AA CC, CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. <u>395200-277762</u> Filed with <u>Anne Arundel County</u> Date Filed <u>6/26/89</u> 19 <u> </u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. Assignee: Sequa Financial Corporation 420 Lexington Avenue New York, NY 10170		

No. of additional Sheets presented: _____

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
By: Stanley H. Zaf Signature(s) of Secured Party(ies)
Signet Bank
STANDARD FORM - FORM UCC-3
(1) Filing Officer Copy - Alphabetical

547 574

279023

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code		Maturity date (if any)
1. Debtor(s) Name(s) (Last Name First)	2. Debtor(s) Complete Address(es)	
Phipps Buick Incorporated	1797 West Street Annapolis, MD 21401	
3. Secured Party(ies) and Complete Address(es)	4. Assignee(s) of Secured Party(ies) and Complete Address(es)	
CHRYSLER CREDIT CORPORATION P.O. Box 995 Greens Farms, CT 06436		
5. This Financing Statement covers the following types (or items) of property (Describe) "This Financing Statement covers and the debtor hereby grants to the secured party a security interest in: All of Debtor's inventory of motor vehicles financed by Chrysler Credit Corporation under Chrysler Credit Corporation's Dealer Rent-A-Car (DRAC) Program, whether now owned or hereafter acquired, together with all additions and accessories attached thereto, all Chattel Paper, Documents and Proceeds of the property covered by this financing statement including but not limited to, all Proceeds arising out of the rental, lease, sale or other disposition thereof, including all Money, Accounts, Contract Rights, General Intangibles, Chattel Paper, Insurance Proceeds, Notes and any other obligation or evidence of obligation to debtor.		
6. <input checked="" type="checkbox"/> Proceeds of collateral are also covered.	7. <input checked="" type="checkbox"/> Products of collateral are also covered	No. of additional sheets presented
8. Filed with Circuit Court Clerk of Anne Arundel County County, Other		
9. Transaction is <input type="checkbox"/> is not <input checked="" type="checkbox"/> (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If answer is affirmative, the amount of the initial principal debt is \$		
10. This Financing Statement shall be returned, after recordation, to the Secured Party, shown above, or to		
SIGNATURE(S) OF DEBTOR(S):		SIGNATURE OF SECURED PARTY(IES) OR ASSIGNEES
A Phipps Buick, Incorporated		CHRYSLER CREDIT CORPORATION
By <u>Robert J. Adams</u> Wilson Phipps, President Robert J. Adams FILING OFFICER COPY		By <u>D. A. Ziegler</u> D. A. Ziegler Title Branch Manager
TYPE OR PRINT NAMES CLEARLY BELOW SIGNATURES		

 RECORD FEE 11.00
 POSTAGE .50
 #498320 CTT RUS 107:51
 11/01/89

 H. ERLE SCHAFER
 CLERK OF CIRCUIT COURT

 BL
 11/01/89

 Please return to:
 Chrysler Credit Corporation
 P.O. Box 9820
 Towson, Maryland 21284

FILING

11/5

279033

547-575

4 <input type="checkbox"/> Filed for record in the real estate records.	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented 1
1 Debtor(s) (Last Name First) and address(es) MIAMI AIRCRAFT SUPPORT, INC. C/o Burlington Northern Cargo Complex B Door 17 Baltimore, MD. 21240	2 Secured Party(ies) and address(es) ORIX CREDIT ALLIANCE, INC. P.O. Box 940715 Maitland, FL. 32794-0715	3 For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .30 #498390 0711 NUS 110501 11/01/87 H. ENLE DEWATER AA CO. CIRCUIT COURT
7 This financing statement covers the following types (or items) of property: 1999F-C-09-06735		

"ALL MACHINERY, INVENTORY, EQUIPMENT AND GOODS AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH THIS UCC FORM TOGETHER WITH THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING HERewith AS A FINANCING STATEMENT."

NOT SUBJECT TO RECORDATION TAX

Circuit Court of Anne Arundel County

☐ Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	MIAMI AIRCRAFT SUPPORT, INC.,..... <i>James P. Res</i> Signature(s) of Debtor (Or Assignor)	ORIX CREDIT ALLIANCE, INC.,..... <i>James B. Lueger AVP</i> Signature(s) of Secured Party (Or Assignee)
Filing Officer Copy - Alphabetical STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1 Rev. Jan. 1980 Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101		

547-576

SCHEDULE "A"

This schedule is attached to and becomes part of Security Agreement, ~~Conditional Sales Contract~~, Chattel Mortgage,
~~Lease or~~ _____ dated _____, 1988 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Twenty (20)	Clyde Cargo Dollies	15F2201	22161 through 22164; 22183 through 22192; 22294 through 22307;
Eight (8)	Clyde Cargo Dollies	CBD2201	22165 through 22172
One (1)	Lantis Pallet Loader	818	131
One (1)	Lantis Pallet Loader	818-144	697

This schedule is hereby verified correct and undersigned ~~Purchaser(s)~~, Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Secured Party/~~Seller~~/Mortgagee/~~Lessor~~:

ORCA CREDIT ALLIANCE, INC.

By:

FICA-L-28

Debtor/~~Purchaser~~/Mortgagor/~~Lessee~~:

MIAMI AIRCRAFT SUPPORT, INC.

By:

DATE:

9/29/89

547-577

270010

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es) Caldor, Inc. 20 Glover Ave. Norwalk, CT 06850-1299	2. Secured Party(ies) and address(es) Citibank, N.A., Individually and as Agent Sort 5139 General Post Office New York, NY 10117-0111	3. Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 15.00 POSTAGE .50 #498400 C777 R03 T10:03 11/01/87 5. Assignee(s) of Secured Party and Address(es) H. ERLE SCHAFER AA CO. CIRCUIT COURT BL CLERK
--	--	---

4. This financing statement covers the following types (or items) of property:
All of the Debtor's now or hereafter arising rights, title and interest in and to the following, whether now owned or hereafter acquired (the "the Collateral"): (a) all inventory in all of its forms, wherever located, now or hereafter existing (including, but not limited to, (1) all clothing, shoes, cosmetics, accessories, toys,
(continued on Exhibit A which is attached hereto and made a part hereof)

not subject to Maryland Recordation Tax.

A MD Address: Ritchie Hwy., Rte. 2, Severna Park, MD

This statement is filed without the debtor's signature to perfect a security interest in collateral (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state
☐ which is proceeds of the original collateral described above in which a security interest was perfected

Check ☒ if covered ☒ Proceeds of Collateral are also covered ☒ Products of Collateral are also covered No. of additional Sheets presented 2
Caldor, Inc. Citibank, N.A., Individually and as Agent

By: Robert Schuman Signature(s) of Debtor(s)
By: Todd J Slotkin Signature(s) of Secured Party(ies)

ROBERT SCHUMAN SR. VP & CFO
(1) Filing Officer Copy - Alphabetical 155
TODD J SLOTKIN VP
STANDARD FORM - FORM UCC-1.

SAX

547-578

Exhibit A to Financing Statement of
Caldor, Inc., as Debtor and
Citibank, N.A., as Agent, as Secured Party

Continuation of Description of Collateral:

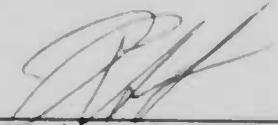
consumables, housewares, home textiles, furniture, home furnishings, electronics, sporting goods, hardware, automotive parts and small appliances, and raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof, (ii) goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind (including, without limitation, goods in which the Debtor has an interest or right as consignee), and (iii) goods which are returned to or repossessed by the Debtor), and all accessions thereto and products thereof and documents therefor (any and all such inventory, accessions, products and documents being the "Inventory");

(b) all of the following (collectively, the "Account Collateral"):

(i) a certain cash concentration account in Citibank, N.A. (the "Cash Concentration Account"), all funds held therein and all certificates and instruments, if any, from time to time representing or evidencing such Cash Concentration Account;

(ii) a certain cash collateral account in Citibank, N.A. (the "L/C Cash Collateral Account"), all funds held therein and all certificates and instruments, if any, from time to time representing or evidencing such L/C Cash Collateral Account;

(iii) certain blocked accounts in certain banks which have entered into blocked account agreements with the Secured Party (the "Blocked Accounts"), all funds held therein and all certificates and instruments, if any, from time to time representing or evidencing such Blocked Accounts;



Initials of
Debtor

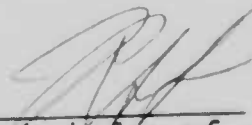
547-579

2

(iv) all investments of funds contained in the Cash Concentration Account and the L/C Cash Collateral Account from time to time (the "Investments") and all certificates and instruments, if any, from time to time representing or evidencing the Investments; and

(vi) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the then existing Account Collateral; and

(c) all proceeds of any and all of the foregoing Collateral (including, without limitation, proceeds which constitute property of the types described in clauses (a) - (b) hereof but excluding proceeds in the form of accounts receivable and the proceeds thereof) and, to the extent not otherwise included, all (i) payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral and (ii) cash proceeds.



Initials of
Debtor

547-580

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR and Address (Last Name First)</p> <p>FRONTIER TECHNOLOGIES, INC. 2444 Solomons Island Road Suite 205 Annapolis, MD 21401</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Renee Vick, P.O. Box 17063</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO:</p> <p>SIGNET BANK/MARYLAND 7 ST. PAUL STREET BALTIMORE, MD 21202</p>

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 272991Date May 27,

RECORD FEE 10.00

RECORD TAX 91.00

POSTAGE .50

Record Reference Book 527 Page 300
Anne Arundel County

#498420 CY77 R03 110:44

11/01/89

6. Item No. 1 and 5 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

1. New Address - 190 Admiral Cochran Drive, Suite 180
Annapolis, Maryland 21401-7303



5. This transaction is not exempt from the recordation tax (MD). Principal amount of debt initially incurred was \$25,000. Recordation tax of \$14.00 was paid on 5/27/88. The principal amount of debt associated with this Amendment is \$50,000. (See attached Recordation Tax Calculation).

Dated this 23RD day of October, 19 89

DEBTOR:

SECURED PARTY:

FRONTIER TECHNOLOGIES, INC.

SIGNET BANK/MARYLAND

By:

Genevieve Houston-Ludlam
(Title)

By:

Steven E. Zelenak
(Title)

Genevieve Houston-Ludlam, President

Steven E. Zelenak, Vice President

UCC-5

1500
91.50

RECEIVED

OCT 24 1989

547 RE 581

RECORDATION TAX CALCULATION

TO: Clerk of the Circuit Court of Anne Arundel County

Value of equipment, other non-exempt
property----- \$ 40,879.

X \$ 50,000.00 = \$12,742.

Total Value of all
collateral----- \$ 160,414.

Amount not exempt from tax \$ 12,742.

Tax paid (on 5/27/88) \$ 14.

Tax Due with this Amendment \$ 77.

Total Tax \$ 91.

FRONTIER TECHNOLOGIES, INC.

Date: October 23, 1989

By:

Genevieve Houston-Ludlam
Genevieve Houston-Ludlam, President
(Name and Title)

PARTIES	
Debtor name (last name first if individual) and mailing address:	
MITCHELL PATRICK B. 76 CHESAPEAKE MOBILE COURT HANOVER MD 21076	
1	
Debtor name (last name first if individual) and mailing address:	
GRAY THERESA L. 76 CHESAPEAKE MOBILE COURT HANOVER MD 21076	
1a	
Debtor name (last name first if individual) and mailing address:	
1b	
Secured Party(ies) names(s) (last name first if individual) and address for security interest information:	
CHESAPEAKE MH OF LAUREL, MD 10039 N. SECOND AVENUE LAUREL, MD 20707	
2	
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:	
GREEN TREE ACCEPTANCE, INC. 3062 PS BUSINESS CENTER WOODBIDGE, VA 22192	
2a	
Special Types of Parties (check if applicable):	
<input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.	
<input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.	
<input type="checkbox"/> Debtor is a Transmitting Utility.	
3	
SECURED PARTY SIGNATURE(S)	
This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):	
a. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor.	
b. <input type="checkbox"/> as to which the filing has lapsed.	
c. already subject to a security interest in another county in Pennsylvania:	
<input type="checkbox"/> when the collateral was moved to this county.	
<input type="checkbox"/> when the Debtor's residence or place of business was moved to this county.	
d. already subject to a security interest in another jurisdiction:	
<input type="checkbox"/> when the collateral was moved to Pennsylvania.	
<input type="checkbox"/> when the Debtor's location was moved to Pennsylvania.	
e. <input type="checkbox"/> which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).	
Secured Party Signature(s) (required only if box(es) is checked above):	
CHESAPEAKE MH OF LAUREL, MD	
Diana S. Rubenstein Agent	
4	

FINANCING STATEMENT Uniform Commercial Code Form UCC-1 IMPORTANT-Please read instructions on reverse side of page 4 before completing	
Filing No. (stamped by filing officer):	Date, Time, Filing Office (stamped by filing officer):
547-582	2730 12
RECORD FEE 12.00 #498160 C777 R03 T09:38 11/01/89 H. ERLE SCHUMER 44th DISTRICT COURT	
This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and is to be filed with the (check applicable box):	
<input type="checkbox"/> Secretary of the Commonwealth.	
<input type="checkbox"/> Prothonotary of _____ County.	
<input type="checkbox"/> real estate records of _____ County.	
6	
Number of Additional Sheets (if any):	
7	
Optional Special Identification (Max. 10 characters):	
8	
COLLATERAL	
Identify collateral by item and/or type:	
1985 LIBERTY HOMES 24 X 48 SERIAL # 55814AB AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE." <input type="checkbox"/> (check only if desired) Products of the collateral are also covered.	
9	
Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):	
a. <input type="checkbox"/> crops growing or to be grown on -	
b. <input type="checkbox"/> goods which are or are to become fixtures on -	
c. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on -	
d. <input type="checkbox"/> accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -	
the following real estate:	
Street Address:	
Described at: Book _____ of (check one) <input type="checkbox"/> Deeds <input type="checkbox"/> Mortgages, at Page(s) _____	
for _____ County, Uniform Parcel Identifier _____	
<input type="checkbox"/> Described on Additional Sheet.	
Name of record owner (required only if no Debtor has an interest of record):	
10	
DEBTOR SIGNATURE(S)	
Debtor Signature(s):	
MITCHELL PATRICK B. X Patrick B Mitchell	
GRAY THERESA L. X Theresa L Gray	
1b	
11	
RETURN RECEIPT TO:	
GREEN TREE ACCEPTANCE, INC.	
3062 PS BUSINESS CENTER WOODBIDGE, VA 22192	
12	

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Anne Arundel County
Identifying File No. 2730 11

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

NAME FOUR SEAS & SEVEN WINDS, INCORPORATED, "THE TRAVEL PEOPLE"

Address 12 West Montgomery Street, Baltimore, Maryland 21230

2. SECURED PARTY

NAME NCNB NATIONAL BANK OF MARYLAND

Address 201 North Charles Street, Baltimore, Maryland 21201

MS. FRANCES E. LANDERS

Person And Address To Whom Statement Is To Be Returned If Different From Above.
LEGAL ASSISTANT
OBER, KALER, GRIMES & SHRYVER
1600 MARYLAND NATIONAL BANK BUILDING
10 LIGHT STREET
BALTIMORE, MARYLAND 21202

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

RECORD FEE 14.00
#498180 0717 R03 109:41
11/01/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

SEE ATTACHED

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

FOUR SEAS & SEVEN WINDS, INCORPORATED
"THE TRAVEL PEOPLE"

(Signature of Debtor)

Type or Print Above Name on Above Line

By: James H. McLean

(Signature of Debtor)

JAMES H. McLEAN

Type or Print Above Signature on Above Line

NCNB NATIONAL BANK OF MARYLAND

(Signature of Secured Party)

RAUL F. EBENHRISE

Type or Print Above Signature on Above Line

1400

COLLATERAL DESCRIPTION

All Collateral.

"Collateral" means all of the Debtor's present and future assets, including, but not limited to: Receivables, Equipment, reserves, balances, deposits, property of the Debtor coming into the possession of Secured Party, choses in action and general intangibles and all proceeds thereof, and all of Debtor's books and records relating to Receivables, Equipment and all other Collateral.

"Receivables" means all accounts, contract rights, checks, notes, drafts, acceptances, instruments, chattel paper, rental receivables, installment payment obligations, general intangibles, and all other obligations for the payment of money created by Debtor or acquired by Debtor from others, all cash and non-cash proceeds thereof, and contracts, documents, invoices and other instruments evidencing the same, all security therefor, guarantees, and all of Debtor's rights to any property sold or leased which is represented thereby, whether or not such Receivables are specifically assigned, which Receivables are created or otherwise arise out of the sale of merchandise or the rendering of services by Debtor.

"Equipment" means all equipment, machinery, computers, chattels, tools, parts, machine tools, furniture, furnishings, fixtures and supplies of every nature, presently existing or hereafter acquired or created and wherever located, together with all accessions, additions, fittings, accessories, special tools, and improvements thereto and substitutions therefor and all parts and equipment which may be attached to or which are necessary for the operation and use of such personal property, whether or not the same shall be deemed to be affixed to real property, and all rights under or arising out of present or future contracts relating to the foregoing and all proceeds (cash and non-cash) of the foregoing.

The terms "account", "contract rights", "instruments", "chattel paper", "general intangibles", and "proceeds" shall have the same meanings as they have in the Maryland Uniform Commercial Code.

\gfj\ncnb\ucc

Four Seas & Seven Winds, Inc.
4545 View Ridge Avenue
San Diego, California 92123

Four Seas & Seven Winds, Inc.
3700 Koppers Street
Baltimore, Maryland 21227

Four Seas & Seven Winds, Inc.
1325 Mt. Hermon Road
Suite 14A
Beaglin Park Plaza
Salisbury, Maryland 21801

Four Seas & Seven Winds, Inc.
1 North Charles Street
Baltimore, Maryland 21201

Four Seas & Seven Winds, Inc.
307 International Circle
3rd Floor
Hunt Valley, Maryland 21031

Four Seas & Seven Winds, Inc.
2101 East Jefferson Street
Suite 210
Rockville, Maryland 20852

Four Seas & Seven Winds, Inc.
7351 B Industry Drive
Charleston, SC 29418

Four Seas & Seven Winds, Inc.
1860 Wiehle Avenue
Reston, Virginia 22090

Four Seas & Seven Winds, Inc.
10201 Lee Highway
Fairfax, Virginia 22030

Four Seas & Seven Winds, Inc.
1919 South Broadway
Green Bay, Wisconsin 54304

Four Seas & Seven Winds, Inc.
770 North Jefferson Street
Milwaukee, Wisconsin 53202

Four Seas & Seven Winds, Inc.
1025 Connecticut Avenue
Suite 1109
Washington, D.C. 20036

Four Seas & Seven Winds, Inc.
187 Shangri La Drive
Lexington Park, MD 20653

Four Seas & Seven Winds, Inc.
185 Admiral Cochrane Way
Annapolis, Maryland 21401

Four Seas & Seven Winds, Inc.
2411 Crofton Lane
Suite 26
Crofton, Maryland 21114

Four Seas & Seven Winds, Inc.
4805 Mt. Hope Drive
Baltimore, Maryland 21215

Four Seas & Seven Winds, Inc.
6401 Security Blvd.
2D Annex Building
Woodlawn, Maryland 21235

Four Seas & Seven Winds, Inc.
1530 Canton Center Drive
Building D, Suite N
Baltimore, Maryland 21227

Four Seas & Seven Winds, Inc.
8th Street & Old Court House Rd
Arlington, Virginia 22204

Four Seas & Seven Winds, Inc.
1420 Springhill Road
McLean, Virginia 22102

Four Seas & Seven Winds, Inc.
850 Greenbrier Circle, Suite K
Chesapeake, Virginia 23320

Four Seas & Seven Winds, Inc.
1800 North Point Road
Suite G210
Stevens Point, Wisconsin 54481

Four Seas & Seven Winds, Inc.
6538 Green Bay Road
Sturgeon Bay, Wisconsin 54235

Four Seas & Seven Winds, Inc.
9501 East Shea Blvd.
Scottsdale, Arizona 85258

CDF/02-21-89
 9794X (514X)
 SSA-SFC(0)(4)
 SSA-CONST/PERM(4)

517 586

279043

To be recorded
 (1) in the Land Records
 of Anne Arundel County;
 (2) in the Financing Statement
 Records of Anne Arundel County;
 and
 (3) with the Maryland State
 Department of Assessments
 and Taxation

Not subject to recordation
 tax

Principal amount is \$ 246,400.00
 RECORD FEE 14.00
 POSTAGE .50
 #601470 C237 R02 T10:31
 11/02/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

The appropriate amount of documentary stamps are affixed to
 a deed of trust recorded or to be recorded among the Land
 Records of Anne Arundel County, Maryland, and given as
 security for the same loan.

SECURITY AGREEMENT AND FINANCING STATEMENT

1. Debtor:

James V. Case, Jr.
Jeannine B. Case

Mailing Address of Debtor:

1768 Regent's Park Rd.
Crofton, MD 21114

2. Secured Party:

STERLING BANK & TRUST CO.,
 a bank and trust company
 organized and existing
 under the law of Maryland,

Address of Secured Party:

Suite 201
 111 East Water Street
 Baltimore, Maryland 21202

3. In consideration of the premises and the sum of One Dollar, the receipt and adequacy of which is hereby acknowledged, Debtor does hereby create and grant to the Secured Party a security interest under the provisions of Title 9 of the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended), in all of the collateral hereinafter mentioned.

4. This Security Agreement and Financing Statement covers all of the Debtor's right, title and interest in and to

4.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows,

1400
 1400

CDF/02-21-89
9794X (514X)
SSA-SFC(0)(4)
SSA-CONST/PERM(4)

EX. 547 PAGE 587

stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land. Some or all of the aforesaid items are or are to become fixtures upon the aforementioned land.

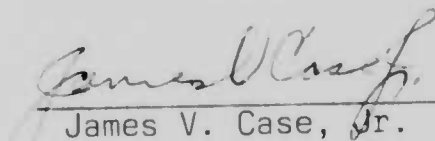
4.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

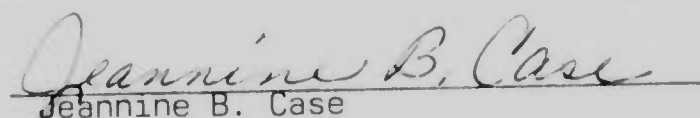
5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in Anne Arundel County, Maryland which is more particularly described in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$246,400.00. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:


James V. Case, Jr.


Jeannine B. Case

Date: 10-13, 1989

To the Filing Officer: After this Statement has been recorded, please mail the same to:

STERLING BANK & TRUST
130 Holiday Court Suite 111
Annapolis, MD. 21401

CDF/02-21-89
9794X (514X)
SSA-SFC(0)(4)
SSA-CONST/PERM(4)

547 PAGE 588

FINANCING STATEMENT

by

James V. Case, Jr. and Jeannine B. Debtor
Case
and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

C89-09-029

SCHEDULE "A"

Lot numbered Fifty-Eight (58) in the subdivision known as "SECOND REVISED Plat 2, CROFTON ORCHARDS", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115, at Plat no. 13.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

547 589
279044
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Larcon Wire Corporation

Address 747 Third Avenue, New York, NY 10017

RECORD FEE 13.00

TOTAL 13.00

#499120 0777 R03 T10:17

11/02/89

2. SECURED PARTY

Northwestern National Life Insurance Company

Name c/o Washington Square Capital, Inc.

P.O. Box 9402, Minneapolis, MN 55440, together with the other

Address secured parties listed on Exhibit A

Natalie K. Miller, Faegre & Benson

2200 Norwest Center, 90 South Seventh Street, Minneapolis, MN 55402

Person And Address To Whom Statement Is To Be Returned If Different From Above.

POSTAGE .50

#499135 04027 R03 T10:17

11/02/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit B attached hereto.

Filed: Anne Arundel County

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

(Signature of Debtor)

Larcon Wire Corporation

Type or Print Above Name on Above Line

(Signature of Debtor)

MANUEL L. Ramos

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1255

EXHIBIT A

Names and Addresses of Secured Parties

The North Atlantic Life Insurance
Company of America
c/o Washington Square Capital, Inc.
P.O. Box 9402
Minneapolis, MN 55440

Northern Life Insurance Company
c/o Washington Square Capital, Inc.
P.O. Box 9402
Minneapolis, MN 55440

Ministers Life - A Mutual Life
Insurance Company
c/o Washington Square Capital, Inc.
P.O. Box 9402
Minneapolis, MN 55440

Western State Life Insurance Company
c/o Washington Square Capital, Inc.
P.O. Box 9402
Minneapolis, MN 55440

The Security Mutual Life Insurance
Company of Lincoln, Nebraska
c/o Washington Square Capital, Inc.
P.O. Box 9402
Minneapolis, MN 55440

Description of Collateral

(a) INVENTORY:

All inventory of Debtor, whether now owned or hereafter acquired;

(b) EQUIPMENT:

All equipment of Debtor, whether now owned or hereafter acquired;

(c) ACCOUNTS, CONTRACT RIGHTS AND OTHER RIGHTS TO PAYMENT:

Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment maybe evidenced, together with all other rights and interests which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts and contract rights of Debtor; and

(d) GENERAL INTANGIBLES:

All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, copyrights, trademarks, trade secrets, good will, tradenames, customer lists, permits and franchises, and the right to use Debtor's name;

together with all substitutions and replacements for any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with (i) all accessories, attachments, parts, equipment, accessions and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

547 FILE 592

Identifying File No. 279045

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Laribee Sales Corp.

Address 747 Third Avenue, New York, NY 10017

RECORD FEE 13.00

POSTAGE .50

#499140 CTTT R03 T10:18

11/02/99

2. SECURED PARTY

Name Northwestern National Life Insurance Company c/o Washington Square Capital, Inc.

Address P.O. Box 9402, Minneapolis, MN 55440 together with the other secured parties listed on Exhibit A
Natalie K. Miller, Faegre & Benson, 2200 Norwest Center
90 South Seventh Street, Minneapolis, MN 55402

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit B attached hereto.

Name and address of Assignee

Filed: Anne Arundel County

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

(Signature of Debtor)

LARIBEE SALES CORP.

Type or Print Above Name on Above Line

(Signature of Debtor)

MANUEL L. RAMOS

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

13.50

Names and Addresses of Secured Parties

The North Atlantic Life Insurance
Company of America
c/o Washington Square Capital, Inc.
P.O. Box 9402
Minneapolis, MN 55440

Northern Life Insurance Company
c/o Washington Square Capital, Inc.
P.O. Box 9402
Minneapolis, MN 55440

Ministers Life - A Mutual Life
Insurance Company
c/o Washington Square Capital, Inc.
P.O. Box 9402
Minneapolis, MN 55440

Western State Life Insurance Company
c/o Washington Square Capital, Inc.
P.O. Box 9402
Minneapolis, MN 55440

The Security Mutual Life Insurance
Company of Lincoln, Nebraska
c/o Washington Square Capital, Inc.
P.O. Box 9402
Minneapolis, MN 55440

Description of Collateral

(a) INVENTORY:

All inventory of Debtor, whether now owned or hereafter acquired;

(b) EQUIPMENT:

All equipment of Debtor, whether now owned or hereafter acquired;

(c) ACCOUNTS, CONTRACT RIGHTS AND OTHER RIGHTS TO PAYMENT:

Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment maybe evidenced, together with all other rights and interests which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts and contract rights of Debtor; and

(d) GENERAL INTANGIBLES:

All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, copyrights, trademarks, trade secrets, good will, tradenames, customer lists, permits and franchises, and the right to use Debtor's name;

together with all substitutions and replacements for any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with (i) all accessories, attachments, parts, equipment, accessions and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods.

547 595

279046

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)

NETTLES-SHURE, INC. DBA/
THE AIR WORKS
1798 MARGARET AVE.
ANNAPOLIS, MD. 21401

2. Secured Party(ies) and address(es)

TRANSAMERICA COMMERCIAL
FINANCE CORPORATION
2401 Plum Grove Rd. Suite 118
Palatine, IL. 60067

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, including all returns and repossessions thereto and thereof, (hereinafter called "Inventory"); All accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor (hereinafter called "Accounts"); All equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; All reserves, however created, of Debtor in the possession or control of Secured Party; All of Debtor's rights to any rebates, discounts, credits, factory holdbacks and incentive payments which may become due to Debtor by the manufacturer or distributor with respect to any of the Inventory; All proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

NOT SUBJECT TO RECORDATION TAX.

5. Assignee(s) of Secured Party and Address(es)



7730962

This statement is filed without the debtor's signature to perfect a security interest in collateral (check ☒ if so)

Filed with

ANNE ARUNDEL COUNTY

☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Check ☒ if covered. ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No. of additional Sheets presented

NETTLES-SHURE, INC. DBA/
THE AIR WORKS

HOWARD SHURE-V.P.

By

Signature(s) of Debtor(s)

Transamerica Commercial Finance Corp.

By

Signature(s) of Secured Party(ies)

SUSAN VOGELSANG-B.A.I.

(1) Filing Officer Copy - Alphabetical

1250 STANDARD FORM - FORM UCC-1.

279047

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.☒ TO BE RECORDED IN the Chattel Records of
~~XXXXRECORDS~~ Anne Arundel County, MarylandThis Financing Statement is presented to a filing officer for filing pursuant to the Uniform
Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No.

Street

City

State

Montgomery Mortgage, Inc.

6290 Montrose Road, Rockville, Maryland 20852

For Filing Officer Use

File No.

Date &

Hour

Name of Secured Party or assignee

No.

Street

City

State

The First National Bank of Maryland 15850 Crabbs Branch Way, Rockville, MD 20855

1. This financing statement covers the following types (or items) of property: (Lists or descrip-
tions may be on separate sheets firmly attached hereto.) (Describe)(i) The interest of Debtor in that certain Deed of Trust Promissory Note
dated October 27, 1939.(ii) All assets of Debtor in which the Secured Party has been granted a
Security interest under any other security agreement between the Debtor
and the Secured Party. (contained on next page)

RETURN TO:

(If affixed to realty—state value of each article)

CHECK ☒ THE LINES WHICH APPLY2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Fur-
nish general description of real estate and name of record owner.)3. ☐ If collateral is goods which are or will become fixtures: The above described goods are
fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish
general description of real estate and name of record owner.) If blocks system is main-
tained, state house number and street, if there be any, or block reference.4. ☒ Proceeds of collateral are also covered: ☒ Products of collateral are also covered:5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is *is not*
subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland,
as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

Montgomery Mortgage, Inc.

Secured Party (Or Assignee)

The First National Bank of Maryland
(Seal)

(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

Guy J. Tegler, Vice President

(Owner, Partner or Officer and Title)
(Signatures must be in ink)Richard R. Cotton, President
(Type or print name under signature)

Please Return To:

Shulman, Rogers, Gandal, Pordy & Ecker, P.A.
11921 Rockville Pike, Suite 300
Rockville, Maryland 20852

File No. 51-067-056 CMC



FINANCING STATEMENT
Page 2

EX- 547 EX-597

Continued from Page 1:

Block 1:

- (iii) Any accounts, property, securities, or monies of Debtor which may at any time be assigned or delivered or come into possession of the Secured Party.
- (iv) All of the actual books and records pertaining to the collateral.

Note: The note and deed of trust referred to herein are as follows:

- (a) promissory note dated October 27, 1989 made by Montgomery Model Homes, Inc., a Maryland Corporation to the order of Montgomery Mortgage, Inc. (the Debtor herein) in the principal sum of \$424,000.00.
- (b) deed of trust dated October 27, 1989 from Montgomery Model Homes, Inc., a Maryland corporation, securing Montgomery Mortgage, Inc. in the principal sum of \$424,000.00. The property covered by the deed of trust is:

Lot 16, as shown on a plat of subdivision entitled "REVISED PLAT OF LAKE LAND" as per plat thereof recorded in Plat Book 113 at Page 24, among the Land Records of Anne Arundel County, Maryland.

The above promissory note has been assigned by Montgomery Mortgage, Inc. to The First National Bank of Maryland, the Secured Party herein.

After Recordation, Please Return To:

Gary J. Stein, Esquire
Shulman, Rogers, Gandal, Pordy & Ecker, P.A.
11921 Rockville Pike, Suite 300
Rockville, Maryland 20852
(301) 230-5200

Our File No. 51-067-056

547 PAGE 598

FINANCING STATEMENT

279048

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>Joseph A. Boggs 212 Chester Street Annapolis, Maryland 21403</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>Sterling Bank and Trust Company 111 Water Street Baltimore, Maryland 21202-1025</p> <p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>
---	---

3. This Financing Statement covers the following types (or items) of property:

(See Attached Sheets)

4. Proceeds and products of collateral are covered hereunder.

5. Number of additional sheets, if any, attached hereto: 1

6. This transaction (is) ~~(is not)~~ exempt from the recordation tax
Principal amount of debt initially incurred is: _____

7. RETURN TO: Weinberg and Green (BR, II)
100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

JOSEPH A. BOGGS
(Type Name)

By: Joseph A. Boggs

(Type Name and Title of Person Signing)

Sterling Bank & Trust Co.

By: H. A. Back
V.P.

(Date Signed by Debtor)

19 89

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

RETURN TO:
HILLMAN BROWN & DARROW
223 DUKE OF GLOUCESTER ST.
ANNAPOLIS, MD. 21401

FINANCING STATEMENT

(a) All right, title and interest of the Debtor in Debtor's partnership interests in Coventry Associates Partnership, a Virginia general partnership (hereinafter referred to as the "Partnership") and all right, title and interest of the Debtor in and to any and all distributions and profits, whether cash or otherwise, and any other interests whatsoever of the Debtor to which the Debtor is now or shall hereafter be entitled as a partner in the Partnership; together with the income and profits arising from the assigned partnership interest in the Partnership and any other distribution of earnings, capital or otherwise, and any interests whatsoever of the Debtor in the Partnership and all proceeds of any or all of the foregoing.

(b) All of the right, title and interest of the Debtor in Debtor's stock in JMO Properties, Inc. a Maryland corporation (hereinafter referred to as the "Corporation") as represented by Stock Certificate No. ONE (1) and all right, title and interest of the Debtor in and to any and all distributions and profits, whether cash or otherwise, and any other interests whatsoever of the Debtor to which the Debtor is now or shall hereafter be entitled as a stockholder in the Corporation; together with the income and profits arising from the pledged stock in the Corporation and any other distribution of earnings, capital or otherwise, and any interest whatsoever of the Debtor, as a stockholder in the Corporation, and all proceeds of any of the foregoing.

Clerk of Circuit Court
Anne Arundel County
PO Box 71
Annapolis, MD 21401

547 REC 600

MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255980
RECORDED IN LIBER 483 FOLIO 426 ON 4/2/85 (DATE)

2. Name and address of Debtor(s) Leaman Spear Information Systems, Inc. T/A LSI Systems 11-A Village Green Crofton, MD 21114 39888-00001	3. Name and address of Secured Party C.I.T. Leasing Corporation 1301 York Road Lutherville, MD 21093 ↑
---	--

4. After recording, this statement is to be returned to The CIT Group/Equipment Financing, Inc. at
1180 West Swedesford Rd., Berwyn-, PA 19312

5. Maturity date of obligation (if any):

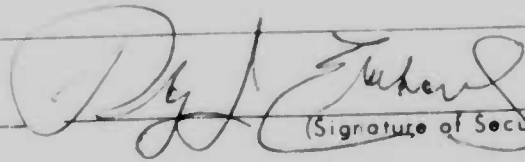
6. CHECK ☒ FORM OF STATEMENT

- A. ☐ CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B. ☐ PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C. ☐ ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement, described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D. ☒ TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E. ☐ OTHER - _____ (State whether amendment, etc.)

7. Name and Address of Assignee:

8. Description of Collateral:
See attached schedule

Dated October 30, 1989


(Signature of Secured Party)

The CIT Group/Equipment Financing, Inc.
(Type or Print Name of Secured Party on Above Line)

SCHEDULE OF LEASED EQUIPMENT

A part of Master Lease between C.I.T. Leasing Corporation and Leaman-Spear Information Systems, Inc., dated January 4
Name of Lessee

The equipment listed on this Schedule will be located at 11A Village Green, Crofton, Anne Arundel, MD 21114
Address City County

Item No.	Description of Equipment	Aggregate Rental	Monthly Rental	Date Lease Term Commences	Date of First Monthly Rental	Renewal (No. of Years Amount per Year)
2	MP-WS4 Workstations with Keyboards and Monitor, S/N's CQA-305 and CQA-326	13,890.00	231.50	3/26/85	4/26/85	None
1	128K Ram Software programs consisting of: MEGAIT INIT. MEGALN LINK TO MEGA MEGAFM FILE MAINT. MEGASD TEST SEND MEGATS TEST REC.					

LEASE TERM: The term of this lease for the items described in this Schedule shall be 60 months.
RENTALS: For said term or any portion thereof, Lessee shall pay to Lessor the stated aggregate rentals, of which \$ -0- is herewith paid in advance and the balance is payable in 60 equal, successive, monthly payments as stated, of which the first is due on the first monthly rental date set forth above. The date of each month thereafter, until fully paid.

Accepted: Leaman-Spear Information Systems
C.I.T. LEASING CORPORATION
By Delano C. Spear, III
Authorized Representative

**END
LIBER**